

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 095 #S012 ST	WD095S1201	G01497	177192002301
WEST DELTA 095 #X001 ST	WD095X0101	G01497	177194002901
WEST DELTA 095 #X003	WD095X0300	G01497	177194003200
WEST DELTA 095 #X007 ST1	WD095X0701	G01497	177194003701
WEST DELTA 095 #X010 ST2	WD095X1001	G01497	177194055301
WEST DELTA 095 #X011	WD095X1100	G01497	177194055700
WEST DELTA 095 #X012D	WD095X12D0	G01497	177194055900
WEST DELTA 096 #S002 ST1BP1	WD096S0202	G01498	177190123402
WEST DELTA 096 #S007 ST1	WD096S0701	G01498	177190132901
WEST DELTA 096 #X004 ST1	WD096X0401	G01498	177194003301
WEST DELTA 096 #X006 ST2	WD096X0602	G01498	177194003502
WEST DELTA 096 #X009	WD096X0900	G01498	177194004000
WEST DELTA 103 #F001 ST1	WD103F0101	G12360	177194054801
WEST DELTA 103 #F002	WD103F0200	G12360	177194055100
WEST DELTA 103 #F003	WD103F0300	G12360	177194058200
WEST DELTA 103 #F007	WD103F0700	00840	177194083800
WEST DELTA 104 #D005	WD104D0500	00841	177190116200
WEST DELTA 104 #D009	WD104D0900	00841	177190118400
WEST DELTA 104 #D010 ST	WD104D1001	00841	177190119801
WEST DELTA 104 #D011	WD104D1100	00841	177190119900
WEST DELTA 104 #D012	WD104D1200	00841	177190120500
WEST DELTA 104 #D013	WD104D1300	00841	177194068900
WEST DELTA 104 #D014	WD104D1400	00841	177194083900
WEST DELTA 104 #E004	WD104E0401	00841	177194040901
WEST DELTA 104 #E009	WD104E0901	00841	177194041601
WEST DELTA 104 #E010	WD104E1002	00841	177194040702
WEST DELTA 104 #E015	WD104E1504	00841	177194042504
WEST DELTA 104 #E020	WD104E2001	00841	177194064901
WEST DELTA 105 #D003	WD105D0300	00842	177190114300
WEST DELTA 105 #E001 ST3	WD105E0103	00842	177194039803
WEST DELTA 105 #E002 ST1	WD105E0201	00842	177194039901
WEST DELTA 105 #E003	WD105E0301	00842	177194040001
WEST DELTA 105 #E005A	WD105E05A0	00842	177194040500
WEST DELTA 105 #E006	WD105E0600	00842	177194041000
WEST DELTA 105 #E007	WD105E0700	00842	177194040600
WEST DELTA 105 #E008 ST1	WD105E0801	00842	177194041101
WEST DELTA 105 #E011	WD105E1101	00842	177194041401
WEST DELTA 105 #E012	WD105E1200	00842	177194041800
WEST DELTA 105 #E013 ST1	WD105E1301	00842	177194042001
WEST DELTA 105 #E014	WD105E1400	00842	177194043200
WEST DELTA 105 #E016	WD105E1600	00842	177194042700
WEST DELTA 105 #E017 ST1	WD105E1701	00842	177194042901
WEST DELTA 105 #E018	WD105E1802	00842	177194043102
WEST DELTA 105 #E019ST1BP00	WD105E1901	00842	177194043601
WEST DELTA 121 #A005	WD121A0500	G19843	177204015300
WEST DELTA 121 #A006	WD121A0600	G19843	177204015400

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WEST DELTA 121 #A007	WD121A0700	G19843	177204015500
WEST DELTA 121 #A010	WD121A1000	G19843	177204015800
WEST DELTA 122 #002	WD12200201	G13645	177204014301
WEST DELTA 122 #A001	WD122A0100	G13645	177204014200
WEST DELTA 122 #A003 ST2	WD122A0302	G13645	177204014802
WEST DELTA 122 #A004 ST1	WD122A0401	G13645	177204015201
WEST DELTA 122 #A008 ST1	WD122A0801	G13645	177204015601
WEST DELTA 122 #A009 ST1	WD122A0902	G13645	177204015702
WEST DELTA 122 #A011	WD122A1101	G13645	177204016001
WEST DELTA 122 #A012	WD122A1200	G13645	177204016100
WEST DELTA 128 #D001	WD128D0100	G10883	177224021700
WEST DELTA 128 #D004 ST2	WD128D0402	G10883	177224022002
WEST DELTA 128 #D012	WD128D1200	G10883	177224024000
WEST DELTA 133 #F001 (ORRI)	WD133F0100	G01106	177204016501
WEST DELTA 133 #F002	WD133F0200	G01106	177204017000
WEST DELTA 133 #F003 (ORRI)	WD133F0300	G01106	177204017100
WEST DELTA 133 #F004 (ORRI)	WD133F004	G01106	177204017600

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BRAZOS 491 P/F-4	BA4914CAS	G06069	BA491	100.0%
BRAZOS 491 P/F-5	BA4915CAS	G06069	BA491	100.0%
BRAZOS 491 P/F-A	BA491AWP	G06069	BA491	100.0%
BRAZOS A-105 P/F-A	BAA105PFA	G01757	BAA105	12.5%
BRAZOS A-105 P/F-B	BAA105PFB	G01757	BAA105	12.5%
BRAZOS A-133 P/F-A	BAA133APLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-B	BAA133BPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-C-AUX	BAA133CAUX	G02665	BAA133	25.0%
BRAZOS A-133 P/F-D	BAA133DPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-E	BAA133EPLT	G02665	BAA133	25.0%
CHANDELEUR 043 P/F-A	CA43APLT	G32268	CA043	50.00%
EAST CAMERON 002 P/F-1 SL16475	SL164751PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-1 SL18121	SL181211PT	18121	EC002	50.0000%
EAST CAMERON 002 P/F-1/1D16473	SL164731PT	16473	EC002	89.0625%
EAST CAMERON 002 P/F-2 SL16475	SL164752PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-2/2D16473	SL164732PT	16473	EC002	89.0625%
EAST CAMERON 002 P/F-3/3D16475	SL164753PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-4/4D16475	SL164754PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-5 SL16475	SL164755PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-B (SL)	EC2BSL	16475	EC002	89.0625%
EAST CAMERON 002 P/F-C SL16475	EC2CPLT	16475	EC002	89.0625%
EAST CAMERON 014 P/F-12	EC1412CAS	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-13	EC1413CAS	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-B	EC014PFB	G13572	EC014	100.0000%
EAST CAMERON 014 P/F-CF	EC14CFPLT	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-CF-2	EC14CF2PLT	G01440	EC014	100.0000%
EAST CAMERON 265 P/F-D	EC265DPLT	G00972	EC265	50.0000%
EAST CAMERON 278 P/F-B	EC278BPLT	G00974	EC278	50.0000%
EAST CAMERON 278 P/F-C	EC278CPLT	G00974	EC278	50.0000%
EAST CAMERON 338 P/F-A	EC338PFA	G02063	EC338	15.6694%
EUGENE IS 053 P/F-10	EI5310CAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-12	EI5312CAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-8	EI538CAS	00479	EI053	66.6667%
EUGENE IS 053 P/F-9	EI539PLT	00479	EI053	66.6667%
EUGENE IS 053 P/F-B	EI53BPLT	00479	EI053	66.6667%
EUGENE IS 053 P/F-C	EI53CPLT	00479	EI053	83.3334%
EUGENE IS 053 P/F-D	EI53DCAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-G	EI53GCAS	00479	EI053	66.6667%
EUGENE IS 089 P/F-23	EI089PF23	00044	EI089	75.0000%
EUGENE IS 119 P/F-13	EI11913CAS	00050	EI119	100.0000%
EUGENE IS 119 P/F-30	EI11930WP	00049	EI119	100.0000%
EUGENE IS 119 P/F-33	EI11933CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-33-AUX	EI11933AUX	00049	EI119	100.0000%
EUGENE IS 119 P/F-34	EI11934CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-35	EI11935CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-37	EI11937CAS	00049	EI119	50.0000%
EUGENE IS 119 P/F-37 H	EI11937HCA	00049	EI119	50.0000%
EUGENE IS 119 P/F-F	EI119FPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-I	EI119IPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-I-8	EI119I8CAS	00050	EI119	100.0000%

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EUGENE IS 119 P/F-K	EI119KPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-M-4	EI119M4WP	00049	EI119	100.0000%
EUGENE IS 119 P/F-M-7	EI119M7CAS	00049	EI119	100.0000%
EUGENE IS 120 P/F-11	EI12011CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-12	EI12012CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-14	EI12014CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-15	EI12015CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-17	EI12017CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-19	EI12019CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-20	EI12020CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-9	EI1209CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-CF-QTRS	EI120CFQTR	00050	EI120	100.0000%
EUGENE IS 120 P/F-CMP1	EI120CMP1	00050	EI120	100.0000%
EUGENE IS 120 P/F-CMP2	EI120CMP2	00050	EI120	100.0000%
EUGENE IS 120 P/F-FIRE STA	EI120FIRE	00050	EI120	100.0000%
EUGENE IS 120 P/F-PROD	EI120PRD	00050	EI120	100.0000%
EUGENE IS 120 P/F-SC	EI120SCPLT	00050	EI120	100.0000%
EUGENE IS 125 P/F-2	EI1252CAS	00051	EI125	100.0000%
EUGENE IS 125 P/F-A	EI125APLT	00051	EI125	100.0000%
EUGENE IS 125 P/F-R	EI125RPLT	00051	EI125	100.0000%
EUGENE IS 126 P/F-12	EI12612CAS	00052	EI126	100.0000%
EUGENE IS 126 P/F-31	EI12631CAS	00052	EI126	100.0000%
EUGENE IS 136 P/F-1	EI1361CAS	G03152	EI136	100.0000%
EUGENE IS 136 P/F-JA	EI136JAPLT	G03152	EI136	100.0000%
EUGENE IS 158 P/F-14	EI15814CAS	G01220	EI158	100.0000%
EUGENE IS 158 P/F-B	EI158BPLT	G01220	EI158	100.0000%
EUGENE IS 158 P/F-C	EI158CPLT	G01220	EI158	100.0000%
EUGENE IS 158 P/F-C-QRT	EI158CQTR	G01220	EI158	100.0000%
EUGENE IS 158 P/F-JB	EI158JBPLT	G01220	EI158	100.0000%
EUGENE IS 173 P/F-G	EI173GPLT	G13622	EI173	100.0000%
EUGENE IS 175 P/F-C-PROD	EI175CPRD	438	EI175	75.0000%
EUGENE IS 175 P/F-D	EI175DPLT	438	EI175	75.0000%
EUGENE IS 175 P/F-F	EI175FPLT	438	EI175	75.0000%
EUGENE IS 175 P/F-H	EI175HCAS	438	EI175	75.0000%
EUGENE IS 175 P/F-I	EI175ICAS	438	EI175	75.0000%
EUGENE IS 175 P/F-J	EI175JPLT	438	EI175	75.0000%
EUGENE IS 187 P/F-2	EI187PF2	G10736	EI187	100.0000%
EUGENE IS 187 P/F-JC	EI187JCPLT	G10736	EI187	100.0000%
EUGENE IS 187 P/F-JD	EI187JDPLT	G10736	EI187	100.0000%
EUGENE IS 188 P/F-A	EI188APLT	00443	EI188	100.0000%
EUGENE IS 188 P/F-JE	EI188JEPLT	G10736	EI188	100.0000%
EUGENE IS 188 P/F-P-VALVE	EI188PVALV	00443	EI188	100.0000%
EUGENE IS 189 P/F-B	EI189BPLT	423	EI189	100.0000%
EUGENE IS 189 P/F-JG	EI189JGPLT	423	EI189	100.0000%
EUGENE IS 212 P/F-A	EI212APLT	G05503	EI212	66.6667%
EUGENE IS 224 P/F-A	EI224APLT	G05504	EI224	100.0000%
EUGENE IS 224 P/F-C	EI224CPLT	G05504	EI224	100.0000%
EUGENE IS 296 P/F-B	EI296PFB	G01687M	EI 296	85.5270%
EUGENE IS 307 P/F-A	EI307PFA	G02110	EI307	0.0000%
EUGENE IS 307 P/F-B	EI307PFB	G02110	EI307	0.0000%



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EUGENE IS 312 P/F-D	EI312PFD	G22679	EI312	0.0000%
EUGENE IS 315 P/F-A	EI315APLT	G24912	EI315	75.2917%
EUGENE IS 315 P/F-C	EI315PFC	G24912	EI315	25.0000%
EUGENE IS 316 P/F-A	EI316APLT	G05040	EI316	100.0000%
EUGENE IS 330 P/F A C S	EI330ACSPF	G02115	EI330	27.0000%
EUGENE IS 330 P/F-B	EI330BPLT	G02115	EI330	65.0249%
EUGENE IS 330 P/F-D	EI330DPLT	G02115	EI330	70.0249%
EUGENE IS 333 P/F-B	EI333BPLT	G02317	EI333	100.0000%
EUGENE IS 334 P/F-D	EI334DPLT	G15263	EI334	100.0000%
EUGENE IS 337 P/F-A	EI337APLT	G03332	EI337	100.0000%
EUGENE IS 342 P/F-C	EI342CPLT	G02319	EI342	67.4286%
EUGENE IS 346 P/F-A	EI346APLT	G14482	EI346	100.0000%
EUGENE IS 353 P/F-D	EI353PFD	G02324	EI353	3.7850%
EUGENE IS 354 P/F-D	EI354DPLT	G10752	EI354	100.0000%
EUGENE IS 360 P/F-C	EI360PFC	G02324	EI360	3.2730%
EUGENE IS 360 P/F-E	EI360PFE	G02324	EI360	4.3730%
EUGENE IS 361 P/F-A	EI361PFA	G02324	EI361	6.7568%
EWING BANK 826 P/F-A	EW826APLT	G05800	EW826	100.0000%
GALVESTON 210 P/F-1	GA2101CAS	G25524	GA210	66.6700%
GALVESTON 210 P/F-2	GA2102CAS	G25524	GA210	66.6700%
GALVESTON 210 P/F-B	GA210BPLT	G25524	GA210	66.6700%
GRAND ISLE 039 P/F-Q	GI39QPLT	00127	GI039	75.0000%
GRAND ISLE 040 P/F-G	GI40GPLT	00128	GI040	75.0000%
GRAND ISLE 040 P/F-M	GI40MPLT	00128	GI040	75.0000%
GRAND ISLE 041 P/F-B	GI41BPLT	00129	GI041	75.0000%
GRAND ISLE 041 P/F-D	GI041PFD	00129	GI041	75.0000%
GRAND ISLE 041 P/F-E	GI41EPLT	00130	GI041	75.0000%
GRAND ISLE 041 P/F-H	GI41HPLT	00130	GI041	75.0000%
GRAND ISLE 041 P/F-I	GI41ICAS	00132	GI041	75.0000%
GRAND ISLE 042 P/F-C	GI42CPLT	00131	GI042	75.0000%
GRAND ISLE 042 P/F-F	GI42FPLT	00131	GI042	75.0000%
GRAND ISLE 043 P/F-AC-CMP	GI043PFAC	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AP-QRT	GI43APPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AQ-QRT	GI43AQPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AR-RSR	GI43ARPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AS-SEP	GI43ASPLT	00175	GI043	75.0000%
GRAND ISLE 047 P/F-A	GI47APLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AP	GI47APPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AQ-QTRS	GI47AQPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AX (BRACE)	GI47AXPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-L	GI47LPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-O	GI47OPLT	00133	GI047	75.0000%
GRAND ISLE 048 P/F-E	GI48EPLT	00134	GI048	75.0000%
GRAND ISLE 048 P/F-J	GI48JPLT	00134	GI048	75.0000%
GRAND ISLE 048 P/F-P	GI48PPLT	00134	GI048	75.0000%
GRAND ISLE 054 P/F-A	GI54APLT	G27173	GI054	50.0000%
GRAND ISLE 076 P/F-A	GI076PFA	G02161	GI076	95.8333%
GRAND ISLE 116 P/F-A	GI116APLT	G13944	GI116	50.0000%
HIGH ISLAND 110 P/F-A	HI110PFA	G02353	HI110	20.0000%
HIGH ISLAND 110 P/F-B	HI110PFB	G02353	HI110	20.0000%

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HIGH ISLAND 120 P/F-A-PROCESS	HI120APROC	G01848	HI120	34.33%
HIGH ISLAND 129 P/F-1	HI1291CAS	G01848	HI129	0.0000%
HIGH ISLAND 129 P/F-16	HI12916CAS	G01848	HI129	0.0000%
HIGH ISLAND 129 P/F-17	HI12917CAS	G01848	HI129	90.0000%
HIGH ISLAND 129 P/F-18	HI129PF18	G01848	HI129	27.0000%
HIGH ISLAND 129 P/F-5/6	HI1295PLT	G01848	HI129	90.0000%
HIGH ISLAND 129 P/F-CPF	HI129CPF	G01848	HI129	0.0000%
HIGH ISLAND 179 P/F-A	HI179APLT	G03236	HI179	69.0750%
HIGH ISLAND 206 P/F-B	HI206BPLT	G20660	HI206	100.0000%
HIGH ISLAND A-341 P/F-B	HIA341BPLT	G25605	HIA341	60.0000%
HIGH ISLAND A-376 P/F-A	HIA376APLT	G02754	HIA376	48.8298%
HIGH ISLAND A-376 P/F-B	HIA376BPLT	G02754	HIA376	48.8298%
HIGH ISLAND A-376 P/F-C	HIA376CPLT	G02754	HIA376	48.8298%
HIGH ISLAND A-382 P/F-F	HIA382FPLT	G02757	HIA382	72.4106%
HIGH ISLAND A-474 P/F-A	HIA474PFA	G02366	HIA474	10.0000%
HIGH ISLAND A-489 P/F-B	HIA489PFB	G02372	HIA489	8.5000%
HIGH ISLAND A-545 P/F-JA	HIA545JAPT	G17199	HIA545	60.0000%
HIGH ISLAND A-573 P/F-A	HIA573APLT	G02393	HIA573	72.4102%
HIGH ISLAND A-573 P/F-B	HIA573BPLT	G02393	HIA573	72.4102%
HIGH ISLAND A-582 P/F-C	HIA582PFC	G02719	HIA582	18.0975%
HIGH ISLAND A-582 P/F-D	HIA582PFD	G02719	HIA582	36.5786%
HIGH ISLAND A-595 P/F-CF	HIA595CFPT	G02721	HIA595	72.4102%
HIGH ISLAND A-595 P/F-D	HIA595DPLT	G02721	HIA595	72.4102%
HIGH ISLAND A-596 P/F-E	HIA596EPLT	G02722	HIA596	72.4102%
MAIN PASS 077 P/F-A	MP077PFA	G04481	MP077	26.1683%
MAIN PASS 140 P/F-A	MP140APLT	G02193	MP140	65.0000%
MAIN PASS 140 P/F-B	MP140BPLT	G02193	MP140	65.0000%
MAIN PASS 153 P/F-B	MP153BPLT	G01967	MP153	50.0000%
MAIN PASS 153 P/F-C	MP153CPLT	G01967	MP153	50.0000%
MAIN PASS 259 P/F-A	MP259APLT	G07827	MP259	56.9016%
MAIN PASS 275 P/F-A	MP275APLT	G15395	MP275	100.0000%
MAIN PASS 289 P/F-B	MP289BPLT	G01666	MP289	100.0000%
MAIN PASS 289 P/F-C	MP289CPLT	G01666	MP289	100.0000%
MAIN PASS 296 P/F-B	MP296BPLT	G01673	MP296	55.0343%
MAIN PASS 296 P/F-C	MP296CPLT	G01673	MP296	50.4846%
MAIN PASS 301 P/F-A	MP301PFA	G04486	MP301	22.7793%
MAIN PASS 301 P/F-B	MP301PFB	G04486	MP301	22.7793%
MAIN PASS 308 P/F-A	MP308APLT	G32265	MP308	100.0000%
MAIN PASS 310 P/F-A	MP310APLT	G04126	MP310	100.0000%
MAIN PASS 310 P/F-JA	MP310JAPT	G04126	MP310	100.0000%
MAIN PASS 311 P/F-A	MP311APLT	G02213	MP311	50.0000%
MAIN PASS 311 P/F-B	MP311BPLT	G02213	MP311	50.0000%
MATAGORDA IS 622 P/F-C	MI622CPLT	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-COMPRES	MI622CCMP	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-PRD	MI622CPRD	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-QRT	MI622CQTR	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-D	MI622DPLT	G05000	MI622	81.0000%
MATAGORDA IS 623 P/F-B-DRIL	MI623BPLT	G03088	MI623	81.0000%
MATAGORDA IS 623 P/F-B-PRD	MI623BPRD	G03088	MI623	81.0000%
MATAGORDA IS 623 P/F-H	MI623HPLT	G03088	MI623	100.0000%

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MATAGORDA IS 635 P/F-F	MI635FPLT	G06043	MI635	81.0000%
MATAGORDA IS 635 P/F-G	MI635GPLT	G05000	MI635	81.0000%
MISSISSIPPI CANYON 311 P/F-A	MC311APLT	G02968	MC311	100.0000%
MOBILE 821 P/F-A-QRT	MO821AQTR	G05058	MO821	100.0000%
MOBILE 826 P/F-D	MO826DPLT	G26176	MO826	75.0000%
NORTH PADRE IS 969 P/F-JA	PN969PFJA	G05953	PN969	1.2500%
NORTH PADRE IS 975 P/F-A	PN975PFA	G05953	PN969	1.2500%
SHIP SHOAL 030 #011 CAS P/F	SS030PF11	00333	SS030	28.9474%
SHIP SHOAL 030 #013 CAS P/F	SS030PF13	00333	SS030	28.9474%
SHIP SHOAL 030 P/F-14	SS030PF14	00333	SS030	28.9474%
SHIP SHOAL 031 P/F-10	SS031PF10	00334	SS031	28.9474%
SHIP SHOAL 031 P/F-A	SS031PFA	00333	SS031	28.9474%
SHIP SHOAL 032 P/F-18	SS032PF18	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-20	SS032PF20	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-24	SS032PF24	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-E-1	SS032PFE	00335	SS032	28.9474%
SHIP SHOAL 033 #005 CAS P/F	SS033PF05	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-1	SS033PFC1	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-2	SS033PFC2	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-3(PROD)	SS033PFC3	00336	SS033	28.9474%
SHIP SHOAL 068 P/F-05	SS685CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-10	SS6810CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-2	SS682CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-4	SS684CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-9	SS689CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-F	SS68FPLT	G02925	SS068	100.0000%
SHIP SHOAL 091 P/F-A	SS91APLT	G02919	SS091	100.0000%
SHIP SHOAL 091 P/F-B	SS91BPLT	G02919	SS091	100.0000%
SHIP SHOAL 105 P/F-A	SS105APLT	G09614	SS105	100.0000%
SHIP SHOAL 105 P/F-B	SS105BPLT	G09614	SS105	100.0000%
SHIP SHOAL 126 P/F-B	SS126BPLT	G12940	SS126	100.0000%
SHIP SHOAL 129 P/F-A	SS129APLT	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-A-AUX	SS129AAUX	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-B	SS129BPLT	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-L	SS129LCAS	G12941	SS129	100.0000%
SHIP SHOAL 144 PF 1	-	G30275	SS 144	15.5400%
SHIP SHOAL 169 P/F-BB	SS169PFBB	00820	SS169	66.6667%
SHIP SHOAL 169 P/F-C	SS169PFC	00820	SS169	66.6667%
SHIP SHOAL 169 P/F-G	SS169PFG	00820	SS169	66.6667%
SHIP SHOAL 176 P/F-1	SS1761PLT	G33646	SS176	57.1429%
SHIP SHOAL 178 P/F-A	SS178APLT	G05551	SS178	100.0000%
SHIP SHOAL 182 P/F-A	SS182APLT	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-A-AUX	SS182AAUX	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-B	SS182BPLT	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-C	SS182CPLT	G03998	SS182	100.0000%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	99.0000%
SHIP SHOAL 189 P/F-C	SS189PFC	G04232	SS189	24.7396%
SHIP SHOAL 190 P/F-B	SS190BPLT	G10775	SS190	100.0000%
SHIP SHOAL 193 P/F-A	SS193APLT	G13917	SS193	100.0000%
SHIP SHOAL 193 P/F-A-PROD	SS193APRD	G13917	SS193	100.0000%

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SHIP SHOAL 193 P/F-M	SS193MPLT	G13917	SS193	100.0000%
SHIP SHOAL 194 P/F-A	SS194APLT	G15288	SS194	100.0000%
SHIP SHOAL 198 P/F-G	SS198PFG	00593	SS198	50.0000%
SHIP SHOAL 198 P/F-G-QTRS	SS198PFGQR	00593	SS198	50.0000%
SHIP SHOAL 198 P/F-K	SS198PFK	00593	SS198	50.0000%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	55.2000%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	55.2000%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	55.2000%
SHIP SHOAL 206 P/F-E	SS206EPLT	G01522	SS206	60.0000%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	52.8000%
SHIP SHOAL 207 P/F-DWPF	SS207PFDWP	G01523	SS207	0.0000%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	70.0000%
SHIP SHOAL 259 P/F-JA	SS259JAPLT	G05044	SS259	93.7130%
SHIP SHOAL 274 P/F-A	SS274APLT	G01039	SS274	100.0000%
SHIP SHOAL 274 P/F-C	SS274CPLT	G01039	SS274	100.0000%
SHIP SHOAL 291 P/F-A	SS291PFA	G02923	SS291	0.0000%
SHIP SHOAL 354 P/F-A	SS354APLT	G15312	SS354	100.0000%
SOUTH MARSH IS 010 P/F-4	SM010PF4	G01181	SM010	100.0000%
SOUTH MARSH IS 010 P/F-A	SM10APLT	G01181	SM010	100.0000%
SOUTH MARSH IS 011 P/F-34	SM011PF34	G01182	SM011	100.0000%
SOUTH MARSH IS 011 P/F-58	SM011PF58	G01182	SM011	100.0000%
SOUTH MARSH IS 018 P/F-A	SM018PFA	G08680	SM018	100.0000%
SOUTH MARSH IS 048 P/F-E	SM048PFE	786	SM048	100.0000%
SOUTH MARSH IS 066 P/F-C	SM66CPLT	G01198	SM058	50.0000%
SOUTH MARSH IS 066 P/F-D	SM66DPLT	G01198	SM066	50.0000%
SOUTH MARSH IS 076 P/F-F	SM76FPLT	G01208	SM076	100.0000%
SOUTH MARSH IS 093 P/F-A	SM093PFA	G21618	SM093	12.5000%
SOUTH MARSH IS 105 P/F-A	SM105APLT	G17938	SM105	100.0000%
SOUTH MARSH IS 106 P/F-A-NORTH	SM106ANPLT	G03776	SM106	100.0000%
SOUTH MARSH IS 106 P/F-JUNCTIO	SM106JCT	G02279	SM106	100.0000%
SOUTH MARSH IS 128 P/F-A	SM128APLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-B	SM128BPLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-C	SM128CPLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-SA-2	SM128SADPT	G02587	SM128	84.0133%
SOUTH MARSH IS 132 P/F-B	SM132BPLT	G02282	SM132	50.0000%
SOUTH MARSH IS 137 P/F-A	SM137APLT	G02589	SM137	50.0000%
SOUTH MARSH IS 149 P/F-C	SM149CPLT	G02592	SM149	50.0000%
SOUTH MARSH IS 149 P/F-D	SM149DPLT	G02592	SM149	100.0000%
SOUTH MARSH IS 239 156 CAIS	SM239PF156	00310	SM240	16.0000%
SOUTH MARSH IS 239 191 CAIS	SM239PF191	00310	SM240	16.0000%
SOUTH MARSH IS 240 1 CAIS	SM240PF1	310	SM240	16.0000%
SOUTH MARSH IS 240 153 CAIS	SM240PF153	310	SM240	16.0000%
SOUTH MARSH IS 240 192 CAIS	SM240PF192	310	SM240	16.0000%
SOUTH MARSH IS 240 196 CAIS	SM240PF196	310	SM240	16.0000%
SOUTH MARSH IS 240 2 CAIS	SM240PF2	310	SM240	16.0000%
SOUTH MARSH IS 240 E DOLPHIN	SM240PF0E	310	SM240	16.0000%

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SOUTH MARSH IS 240 P/F-E-PRD	SM240PFE	310	SM240	16.0000%
SOUTH MARSH IS 241 CAS 149 P/F	SM241PF149	310	SM241	16.0000%
SOUTH MARSH IS 241 CAS 200 P/F	SM241PF200	00310	SM241	16.0000%
SOUTH MARSH IS 241 CAS 302 P/F	SM241PF302	00310	SM241	16.0000%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	69.4185%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	69.4185%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	69.4185%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	72.8000%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	87.7000%
SOUTH MARSH IS 280 P/F-G	SM280GPLT	G14456	SM280	50.0000%
SOUTH MARSH IS 280 P/F-H	SM280HPLT	G14456	SM280	50.0000%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	58.4000%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	68.1000%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	68.1000%
SOUTH PASS 062 P/F-A	SP62APLT	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-B	SP62BPLT	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-C	SP062PFC	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-D	SP062PFD	G01294	SP062	100.0000%
SOUTH PASS 065 P/F-A	SP65APLT	G01610	SP065	50.0000%
SOUTH PASS 070 P/F-C	SP070PFC	G01614	SP070	100.0000%
SOUTH PASS 070 P/F-D	SP070PFD	G01614	SP070	100.0000%
SOUTH PASS 075 P/F-A	SP75APLT	G05051	SP075	100.0000%
SOUTH PASS 087 P/F-D	SP87DPLT	G07799	SP087	86.1125%
SOUTH PASS 089 P/F-B	SP89BPLT	G01618	SP089	50.0000%
SOUTH PELTO 001 P/F-A	PL001PFA	G04234	PL001	100.0000%
SOUTH PELTO 009 P/F-10	PL009PF10	G02924	PL009	50.0000%
SOUTH PELTO 009 P/F-5	PL009PF05	G02924	PL009	100.0000%
SOUTH PELTO 009 P/F-6	PL009PF06	G02924	PL009	100.0000%
SOUTH PELTO 009 P/F-7	PL009PF07	G02924	PL009	100.0000%
SOUTH PELTO 010 #2 (2924)CAIS	PL0102CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-10	PL1010CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-10-8	PL10108CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-11	PL1011CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-12	PL1012WP	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-14	PL1014CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-16	PL1016CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-17	PL1017CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-19	PL1019CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-20	PL1020CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-22	PL1022CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-23	PL1023CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-26	PL1026CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-2A	PL102ACAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-3A	PL103ACAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-4	PL104WP	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-7	PL107CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-9-1-A	PL1091ACAS	G02925	PL010	50.0000%
SOUTH PELTO 010 P/F-A	PL10APLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B	PL10BPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B25	PL10B25CAS	G02925	PL010	100.0000%



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SOUTH PELTO 010 P/F-B-AUX	PL10BAUXPT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-C	PL10CPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-D	PL10DPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-E	PL10EPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-LQ	PL10LQPLT	G02925	PL010	100.0000%
SOUTH PELTO 011 P/F-17	PL1117CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-19	PL1119CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-22	PL1122CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-25	PL1125CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-F	PL11FPLT	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-F-3	PL11F3CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-G	PL11GCAS	00071	PL011	100.0000%
SOUTH PELTO 025 JA PF	PL025PFJA	G14535	PL025	100.0000%
SOUTH PELTO 025 JB PF	PL025PFJB	G14535	PL025	100.0000%
SOUTH TIMBALIER 049 P/F-A	ST49APLT	G24956	ST049	100.0000%
SOUTH TIMBALIER 053 P/F-4	ST053PF4	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-6	ST053PF6	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-A	ST053PFA	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-A-AUX	ST053PFAAX	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-C (5)	ST053PFC5	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-I	ST053PFI	G04000	ST053	50.0000%
SOUTH TIMBALIER 068 P/F-1	ST681CAS	00020	ST068	79.6666%
SOUTH TIMBALIER 148 P/F-A	ST148PFA	G01960	ST148	15.5500%
SOUTH TIMBALIER 161 P/F-C	ST161PFC	G01248	ST161	100.0000%
SOUTH TIMBALIER 203 P/F-B	ST203PFB	G01269	ST203	40.0000%
SOUTH TIMBALIER 205 P/F-B	ST205BPLT	G05612	ST205	50.0000%
SOUTH TIMBALIER 205 P/F-G	ST205GPLT	G05612	ST205	100.0000%
SOUTH TIMBALIER 206 P/F-A	ST206APLT	G05612	ST206	50.0000%
SOUTH TIMBALIER 291 P/F-A	ST291APLT	G16455	ST291	35.0000%
SOUTH TIMBALIER 295 P/F-A	ST295APLT	G05646	ST295	92.9167%
SOUTH TIMBALIER 295 P/F-B	ST295BPLT	G05646	ST295	92.9167%
SOUTH TIMBALIER 311 P/F-A	ST311APLT	G31418	ST311	22.5000%
SOUTH TIMBALIER 316 P/F-A	ST316PFA	G22762	ST316	20.0000%
VERMILION 261 P/F-A	VR261APLT	G03328	VR261	75.0000%
VERMILION 261 P/F-A-AUX	VR261AAUX	G03328	VR261	75.0000%
VERMILION 265 P/F-A-DRL	VR265ADRL	G01955	VR265	100.0000%
VERMILION 265 P/F-A-PRD	VR265APRD	G01955	VR265	100.0000%
VERMILION 326 P/F-A	VR326APLT	G21096	VR326	70.3148%
VERMILION 369 P/F-A	VR369PFA	G02274	VR369	10.9700%
VERMILION 369 P/F-D	VR369PFD	G02274	VR369	23.1707%
VERMILION 380 P/F-A	VR380APLT	G02580	VR380	100.0000%
VERMILION 408 P/F-A	VR408PF	G15212	VR408	50.0000%
VIOSCA KNOLL 203 P/F-A	VK203PFA	G07890	VK203	33.3333%
VIOSCA KNOLL 203 P/F-B	VK203PFB	G07890	VK203	33.3333%
VIOSCA KNOLL 204 P/F-3	VK204PF3	G04921	VK204	33.3333%
VIOSCA KNOLL 204 P/F-C	VK204PFC	G04921	VK204	33.3333%
VIOSCA KNOLL 780 P/F-A	VK780APLT	G15436	VK780	100.0000%
WEST CAMERON 033 P/F-1	WC033PF1	G15050	WC033	100.0000%
WEST CAMERON 033 P/F-N	WC033PFN	G15050	WC033	100.0000%
WEST CAMERON 033 P/F-O	WC033PFO	G15050	WC033	100.0000%

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WEST CAMERON 065 P/F-8	WC065CAIS8	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-9	WC065CAIS9	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-JA	WC65JAPLT	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-JA-AUX	WC65JAAUX	G02825	WC065	100.0000%
WEST CAMERON 066 P/F-A	WC66APLT	G01860	WC066	91.0585%
WEST CAMERON 066 P/F-B	WC066PFB	G02826	WC066	82.9104%
WEST CAMERON 066 P/F-C	WC066PFC	G01860	WC066	75.0000%
WEST CAMERON 066 P/F-E	WC066PFE	G02826	WC066	75.0000%
WEST CAMERON 066 P/F-F(FMR31)	WC066PFF31	00244	WC066	100.0000%
WEST CAMERON 071 P/F-28	WC071PF28	00244	WC071	100.0000%
WEST CAMERON 071 P/F-D	WC071PFD	00244	WC071	100.0000%
WEST CAMERON 071 P/F-D-AUX	WC071PFDAX	00244	WC071	100.0000%
WEST CAMERON 071 P/F-F (FMR18)	WC71FPLT	00244	WC071	100.0000%
WEST CAMERON 071 P/F-QTR	WC71QTR	00244	WC071	100.0000%
WEST CAMERON 072 P/F-1	WC072PF1	G23735	WC072	25.0000%
WEST CAMERON 072 P/F-2	WC072PF2	G23735	WC072	25.0000%
WEST CAMERON 072 P/F-3	WC072PF3	G23735	WC072	25.0000%
WEST CAMERON 102 P/F-2	WC102PF2	00247	WC102	100.0000%
WEST CAMERON 102 P/F-G	WC102GPLT	00247	WC102	100.0000%
WEST CAMERON 102 P/F-G-AUX	WC102GAUX	00247	WC102	100.0000%
WEST CAMERON 102 P/F-H	WC102HPLT	00247	WC102	100.0000%
WEST CAMERON 110 P/F-10	WC11010CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-11	WC11011CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-12	WC11012CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-15	WC11015CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-18	WC11018CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-19	WC11019CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-A	WC110APLT	00081	WC110	100.0000%
WEST CAMERON 110 P/F-A-AUX1	WC110AAUX1	00081	WC110	100.0000%
WEST CAMERON 110 P/F-E	WC110EPLT	00081	WC110	100.0000%
WEST CAMERON 110 P/F-H	WC110HPLT	00081	WC110	100.0000%
WEST CAMERON 111 P/F-C	WC111CCAS	00081	WC111	100.0000%
WEST CAMERON 111 P/F-F	WC111FCAS	00081	WC111	100.0000%
WEST CAMERON 144 P/F-B	WC144BPLT	G01953	WC144	100.0000%
WEST CAMERON 225 P/F-C	WC225PFC	G00900	WC225	26.6675%
WEST CAMERON 289 P/F-A-PROCESS	WC289APROC	G04818	WC289	100.0000%
WEST CAMERON 290 P/F-A	WC290PFA	G04818	WC290	10.3759%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	20.60%
WEST DELTA 068 P/F-U	WD68UPLT	00180	WD068	75.0000%
WEST DELTA 070 P/F-D	WD070PFD	00182	WD070	75.0000%
WEST DELTA 070 P/F-FF	WD070PFFF	00182	WD070	75.0000%
WEST DELTA 070 P/F-I	WD070PFI	00182	WD070	75.0000%
WEST DELTA 070 P/F-L	WD070PFL	00182	WD070	75.0000%
WEST DELTA 071 P/F-E	WD71EPLT	00838	WD071	75.0000%
WEST DELTA 071 P/F-O	WD071OPLT	00838	WD071	75.0000%
WEST DELTA 075 P/F-D	WD075PFD	G01085	WD075	100.0000%
WEST DELTA 075 P/F-F	WD075PFF	G01085	WD075	100.0000%
WEST DELTA 075 P/F-G	WD075PFG	G01085	WD075	100.0000%
WEST DELTA 090 P/F-A	WD090PFA	G01089	WD090	100.0000%
WEST DELTA 090 P/F-B	WD090PFB	G01089	WD090	100.0000%



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WEST DELTA 090 P/F-E	WD090PFE	G01089	WD090	100.0000%
WEST DELTA 094 P/F-V	WD094PFV	00839	WD094	75.0000%
WEST DELTA 095 P/F-S	WD095PFS	G01497	WD095	75.0000%
WEST DELTA 095 P/F-X	WD095PFX	G01497	WD095	75.0000%
WEST DELTA 103 P/F-F	WD103FPLT	G12360	WD103	81.2500%
WEST DELTA 104 P/F-D	WD104DPLT	00841	WD104	100.0000%
WEST DELTA 105 P/F-E	WD105EPLT	00842	WD105	100.0000%
WEST DELTA 122 P/F-A	WD122APLT	G13645	WD122	84.0000%
SHIP SHOAL 248 P/F-G	SS248PFG	G01029	SS248	0.69%
MATAGORDA IS 487 P/F-L(SL)	MI487LSL	MF-88562	MI487	84.2%
MATAGORDA IS 519 P/F-L - SL	MI519LSL	MF-88562	MI 519	84.2%

Name	State	County/Parish	Ownership %
Blue Water Gas Plant	Louisiana		0.1000%
Galveston 300/301 Facility	Texas	Galveston	100.0000%
Gibbstown Separation Station	Louisiana	Cameron	100.0000%
Grand Bay Receiving Station	Louisiana	Plaquemines	65.0000%
Grand Chenier Separation Facility	Louisiana	Cameron	5.4%
Grand Chenier Tank Battery	Louisiana	Cameron	100.0000%
Grand Isle Fuel Line (supply line for municipality)	Louisiana	Jefferson	100.0000%
Grand Isle Tank Bat	Louisiana	Jefferson	75.0000%
Johnson Bayou Onshore Separation Facility	Louisiana	Cameron	24.31% of Co-Owned Equipment
Johnson Bayou Onshore Separation Facility	Louisiana	Cameron	54.875% of Producers' Equipment
MI 519 Bay City Compressor Station	Texas	Matagorda	81.8979%
North Terrebonne Gas Processing Plant	Louisiana	Terrebonne	0.0000%
Sea Robin Condensate Separation Facility (aka "Henry Hub")	Louisiana	Vermilion	8.0000%
Sea Robin Gas Plant	Louisiana	Vermilion	23.7285%
Stingray Onshore Separation Facility (Cameron Onshore Commingling Facility)	Louisiana	Cameron	11.1300%
Targa Venice	Louisiana	Plaquemines	100.0000%
Thousand Square Mile Area (TASMA)	Louisiana	Vermilion	100.0000%
Tivoli Plant	Texas	Refugio	56.1394%
TOCA Gas Processing Plant	Louisiana	St. bernard	4.2900%
Venice Dehydration Facility (South Pass Dehydration Station)	Louisiana	Plaquemines	35.2000%
Vermilion 76 Onshore Scrubber	Louisiana	Vermilion	93.9%

SEGMENTNUMBER	COMPANYNAME	ORGBAREA	ORGBLOCK	ORGBNAME	RECBAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
17938	Fieldwood Energy, LLC	CA	43	A	VK	247	24"SSTI	6	GAS	Active	G29431	G32268
3519	Fieldwood Energy, LLC	EC	14	CF	EC	9	F/S	4	COND	Out of Service	G13721	G01440
13104	Fieldwood Energy, LLC	EC	2	F/S	EC	2	6" SSTI	4	GAS	Permitted for Abandonment	G22383	G15050
17801	Fieldwood Energy, LLC	EC	14	CF	WC	69	30 SSSI	12	GAS	Permitted for Abandonment	G28556	G01440
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSSI	8	OIL	Out of Service	G13445	00438
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSSI	14	OIL	Active	G02139A	G02115
6818	Fieldwood Energy, LLC	EI	337	A	EI	330	B	6	GAS	Out of Service	G05932	G03332
6819	Fieldwood Energy, LLC	EI	337	A	EI	330	14 SSSI	6	OIL	Out of Service	G05931	G03332
6852	Fieldwood Energy, LLC	EI	315	A	EI	330	14 SSSI	6	OIL	Out of Service	G13447	G02112
7290	Fieldwood Energy, LLC	EI	316	A	EI	330	14 SSSI	8	OIL	Active	G07537	G05040
7347	Fieldwood Energy, LLC	EI	316	A	EI	330	8" SSSI	6	GAS	Active	G07555	G05040
7914	Fieldwood Energy, LLC	EI	212	A	SS	152	24 SSSI	6	GAS	Out of Service	G08530	G05503
7915	Fieldwood Energy, LLC	EI	212	A	EI	213	12 SSSI	6	OIL	Out of Service	G08531	G05503
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSSI	4	OIL	Out of Service	G08541	G02319
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSSI	6	G/C	Partial Abandon	G12373	00479
9376	Fieldwood Energy, LLC	EI	142	A	EI	141	10 SSSI	4	OIL	Out of Service	G12734	00052
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSSI	10	G/C	Out of Service	G20539	00479
14073	Fieldwood Energy, LLC	EI	188	JE	EI	188	06 SSSI	4	BLKG	Out of Service	G29056	00443
14479	Fieldwood Energy, LLC	EI	158	C	EI	176	12" SSSI	6	OIL	Out of Service	G13702	G01220
15906	Fieldwood Energy, LLC	EI	173	G	EI	175	C	4	BLKO	Out of Service	G28239	G13622
16225	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	OIL	Out of Service	G28598	G10752
16226	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	GAS	Out of Service	G28599	G10752
16243	Fieldwood Energy, LLC	EI	189	B	EI	188	A	4	GAS	Out of Service	G29057	00423
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319
19960	Fieldwood Energy, LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319
	Fieldwood Energy, LLC	EI	187	2	EI	187	2			Active	G30283	G10736
8487	Fieldwood Energy, LLC	EW	826	A	ST	300	12 SSSI	12	OIL	Out of Service	G10110	G05800
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSSI	8	G/C	Active	G26931	G25524
7866	Fieldwood Energy, LLC	GI	33	A	GI	22	L	8	GAS	Permitted for Abandonment Approved	G08514	G04002
9084	GOM Shelf, LLC	GI	43	AS	GI	19	F/S	10	OIL	Active	G12304	00175
17673	Fieldwood Energy, LLC	GI	54	#2	GI	47	L	4	BLKO	Permitted for Abandonment Approved	G28528	G27173
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSSI	10	GAS	Out of Service	G05238	G02754
6669	Fieldwood Energy, LLC	HI	A 376	Platform A	HI	A 356	12 SSSI W/PSN 10882	10	GAS	Out of Service	G05238	G02754
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754
11841	Fieldwood Energy, LLC	HI	A 545	JA	HI	A 547	B	6	BLKG	Permitted for Abandonment	G20510	G17199
14650	Fieldwood Energy, LLC	HI	201	#1	HI	199	A	6	BLKG	Partial Abandon	G25397	G23199
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSSI	812	G/C	Active	G26938	G25605
15581	Fieldwood Energy, LLC	HI	120	A	HI	128	SSTI	6	G/C	Out of Service	G26968	G24730
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSSI	8	BLGH	Partial Abandon	G28284	G25579
18789	Fieldwood Energy, LLC	HI	116	Platform A	HI	71	16-inch SSSI	16	G/C	PABN	G28649	G06156
9032	Fieldwood Energy, LLC	MC	311	A	MC	312	8 SSSI	8	OIL	Active	G11747	G02968
3472	Fieldwood Energy, LLC	MP	140	B	MP	56	F/S	18	BLKG	Out of Service	G13511	G02193
5917	GOM Shelf, LLC	MP	311	A	MP	313	12 SSSI	8	OIL	Out of Service	G13466	G02213
7143	Fieldwood Energy, LLC	MP	310	A	MP	297	12 SSSI	6	OIL	Out of Service	G07100	G04126
13100	Fieldwood Energy, LLC	MP	259	A	VK	739	#01	5	UMB	Out of Service	G22377	G07827
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481
5408	Fieldwood Energy, LLC	PL	10	B	PL	13	20 SSSI	8	OIL	Out of Service	G09317	G02925
16044	Fieldwood Energy, LLC	PL	9	#10	PL	10	B	6	BLKG	Out of Service	G28276	G02924
4008	Fieldwood Energy, LLC	SM	268	A	SS	28	A	12	OIL	Out of Service	G02816	G34284
4647	Fieldwood Energy, LLC	SM	149	6"SSTI	SM	132	B	6	BLKO	Out of Service	G03432	G02592
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSSI	10	SPLY	Out of Service	G02817	G02600
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600
6513	Fieldwood Energy, LLC	SM	268	D	SM	268	A	10	BLKO	Out of Service	G29132	G02310
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Active	G28756	G14456
11046	Fieldwood Energy, LLC	SM	11	Well No.34	SM	10	A	6	BLKG	Out of Service	G28813	G01182
11047	Fieldwood Energy, LLC	SM	10	A	SM	11	34	3	LIFT	Out of Service	G28812	G01181
11986	Fieldwood Energy, LLC	SM	39	A	SM	33	30 SSSI	8	GAS	Out of Service	G20565	G16320
11987	Fieldwood Energy, LLC	SM	39	A	SM	40	10 SSSI	6	OIL	Out of Service	G20566	G16320
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Active	G28484	G02311
18057	Fieldwood Energy, LLC	SM	11	No.58 Caisson	SM	10	A	4	BLKG	Out of Service	G28815	G01182
18510	Fieldwood Energy, LLC	SM	10	A	SM	287	SSTI	6	GAS	Out of Service	G29113	G01181
18563	Fieldwood Energy, LLC	SM	48	E	SM	39	A	6	G/C	Out of Service	G29128	00786
18583	Fieldwood Energy, LLC	SM	10	A	SM	11	SSTI	4	OIL	Out of Service	G28814	G01181
18802	Fieldwood Energy, LLC	SM	39	A	SM	48	E	3	LIFT	Out of Service	G29182	G16320
4716	Fieldwood Energy, LLC	SP	70	C	SP	60	B	8	GAS	Active	G03436	G01614
15064	FW GOM Pipeline, Inc.	SP	49	A	SP	27	F/S Boundary	10	G/O	Active	G07561	G05051
15598	Fieldwood Energy, LLC	SP	70	C	SP	60	E	6	OIL	Out of Service	G26860	G01614
15626	Fieldwood Energy, LLC	SP	65	A	SP	62	18 SSSI	8	OIL	Out of Service	G01686A	G01610
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523
6432	Fieldwood Energy, LLC	SS	182	A	SS	169	18 SSSI	6	OIL	Active	G09321	G03998
6538	Fieldwood Energy, LLC	SS	91	A	PL	11	08 SSSI	6	OIL	Out of Service	G05146	G02919
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSSI	6	OIL	Out of Service	G09322	00820
7650	Fieldwood Energy, LLC	SS	178	A	SS	169	18 SSSI	6	OIL	Out of Service	G08054	G05551
10406	Fieldwood Energy, LLC	SS	274	A	EI	259	A	8	OIL	Active	G14731	G01039
10780	Fieldwood Energy, LLC	SS	193	A	SS	183	18 SSSI	6	OIL	Active	G15683	G13917
10781	Fieldwood Energy, LLC	SS	193	A	SS	183	10 SSSI	6	GAS	Active	G15684	G13917
11137	Fieldwood Energy, LLC	SS	129	A	SS	122	18 SSSI	6	OIL	Out of Service	G16084	G12941
11145	Fieldwood Energy, LLC	SS	129	A	SS	149	6 SSSI	6	G/C	Out of Service	G16087	G12941
11480	Fieldwood Energy, LLC	SS	105	A	EI	165	30 SSSI	10	GAS	Out of Service	G18801	G09614
11544	Fieldwood Energy, LLC	SS	126	B	SS	105	A	6	BLKG	Out of Service	G18820	G12940
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232
15530	Fieldwood Energy, LLC	SS	183	Flange	SS	169	Flange	10	GAS	Out of Service	G01460	G13917
16036	Fieldwood Energy, LLC	SS	190	Capped End	SS	207	A	4	BLKO	Permitted for Abandonment	G14734	G10775
18837	Fieldwood Energy, LLC	SS	176	C	EI	212	A	6	BLKG	Out of Service	G29190	G33646
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820
5890	Fieldwood Energy, LLC	ST	53	A	ST	52	A	6	OIL	Out of Service	G09319	G04000
7802	Fieldwood Energy, LLC	ST	295	A	ST	296	SS 8487	8	OIL	Active	G08385	G05646
8676	Fieldwood Energy, LLC	ST	206	A	ST	175	T-22	16	G/C	Out of Service	G11146	G05613
9313	Fieldwood Energy, LLC	ST	295	A	ST	295	24 SSSI	8	GAS	Active	G12709	G05646
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G028821	G05612
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G29451	G05612
17265	Fieldwood Energy, LLC	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Out of Service	G28385	G04000
17898	Fieldwood Energy, LLC	ST	49	Platform A	ST	35	6-inch SSSI	4	OIL	Out of Service	G28577	G24956
19776	Fieldwood Energy, LLC	ST	295	24" SSSI	ST	292	A	24	GAS	Active	G29376	G05646
13098	Fieldwood Energy, LLC	VK	694	#04	MP	259	A	4	BLKG	Out of Service	G22376	G13055
13099	Fieldwood Energy, LLC	VK	739	SS #3	MP	259	A	4	BLKG	Out of Service	G22377	G07827
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSSI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
6113	Fieldwood Energy, LLC	VR	380	A	VR	397	24 SSSI	12	GAS	Out of Service	G04645	G02580
12502	Fieldwood Energy, LLC	VR	326	A Platform	VR	321	22-inch SSSI	6	G/C	Out of Service	G21523	G21096
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328
18502	Fieldwood Energy, LLC	VR	380	A	VR	398	16" SSSI	6	OIL	Out of Service	G02919	G02580
18502	Fieldwood Energy, LLC	VR	380	Platform A	VR	398	16-inch SSSI	6	OIL	Out of Service	G29109	G02580
2698	Fieldwood Energy, LLC	WC	102	flange	WC	102	G	8	GAS	Out of Service	G021240	00247
3763	Fieldwood Energy, LLC	WC	102	#02	WC	102	08 SSSI	8	GAS	Out of Service	G021240	00247
3986	Fieldwood Energy, LLC	WC	66	A	WC	31	F/S	10	G/O	Active	G03345	G0

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECBAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
5343	Fieldwood Energy, LLC	WC	34	D	WC	35	10 SSTI	8	G/O	Out of Service	G28659	G01860
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818
9504	Fieldwood Energy, LLC	WC	71	12 SSTI	WC	71	12 SSTI	12	GAS	Out of Service	G04346	00244
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735
15210	Fieldwood Energy, LLC	WC	295	2	HI	120	A-PROCESS	6	BLKG	Out of Service	G26886	G24730
15952	Fieldwood Energy, LLC	WC	33	O	WC	34	D	4	G/O	Out of Service	G28657	G15050
20483	Fieldwood Energy Offshore LLC	WC	295	Flanged End	WC	293	16-inch SSTI	12	G/C	PABN	G10085	G01848
23036	Fieldwood Energy LLC	WC	289	A-PROCESS	WC	289	A-PROCESS			Expired	G14262	G04818
7919	Fieldwood Energy, LLC	WD	105	E	WD	104	D	6	GAS	Out of Service	G08533	00842
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	188	JE	26052	G30268	G10736	Fieldwood Energy LLC	04/18/14	EI 187 JC001, JD001, JD002, 002 & JE002
HI	120	A-PROCESS	10450	G30270	G01848	Fieldwood Energy LLC	08/06/14	WC 295 A001 & A002
SM	132	B	21982	G30329	G02588	Fieldwood Energy LLC	05/06/19	SM 136 C007, SM 149 C001, C002 & C004
ST	206	A	23851	G30291	G05612	Fieldwood Energy LLC	12/11/15	ST 205 G001 & G003
SM	10	A	20706	G30365	G01181	Fieldwood Energy LLC		
SM	268	A	21739	G30282	G14456	Fieldwood Energy LLC	06/15/18	SM 257 001, SM 269 B017, B019, F001, SM 280 G001, G002, H001, B, F, SM 280 G, H, I, SM 281 C010, C014, C015, C020, C023, C024, C025, C026, C028, E005, E011, I001, I003, C & E
SM	268	A-PRD	21739	G30282	G14456	Fieldwood Energy LLC	06/15/18	Production from SM 268 A RUE

Call Sign:

KKS457

WQFI654

WQGX432

WPSH741

KNDQ614

WPXX340

Contract Type	Contract Date	Contract Title	Contract Description
Land	8/7/1953	UA	HI 179 Unit Agreement
Land	10/27/1954	Unit Agreement No. 14-08-001-20221	Grand Isle CATCO Unit Agreement, dated October 27, 1954, between Continental Oil Company and The Atlantic Refining Company, Tide Water Associated Oil Company and Cities Service Oil Company.; Unit No. 891002021
Land	5/1/1995	Unit Operating Agreement	Amendment-to Unit Operating Agreement, dated effective May 1, 1995, by and between Conoco Inc., Vastar Resources, Inc., Texaco Exploration and Production Inc. and Oxy USA Inc.
Land	11/21/1955	Unit Agreement No. 14-08-001-2454	West Delta-Grand Isle Unit Agreement, dated November 21, 1955, between Continental Oil Company, as unit operator, and The Atlantic Refining Company, Tidewater Associated Oil Company and Cities Service Production Company, as non-operators, as amended ; Unit No. 891002454
Land	4/10/1956	Unit Agreement	Unit No. 891002891 - SS 32
Land	12/4/1958	OPERATING AGREEMENT	OPERATING AGREEMENT BY AND BETWEEN THE TEXAS COMPANY AND PAN AMERICAN PETROLEUM CORPORATION , AS AMENDED
Land	12/4/1958	Operating Agreement	Operating Agreement eff. 12/4/58
Land	7/25/1960	Operating Agreement	Operating Agreement, dated effective July 25, 1960, as amended, between Second Mobil Oil Company, Inc., Gulf Oil Corporation, and Humble Oil & Refining Company, as amended, SS 169 Field.
Land	8/3/1964	UOA	Operating Agreement eff. 8-3-64
Land	11/2/1964	UA	EI 266 Unit Agreement
Land	1/12/1965	Joint Operating Agreement	Main Agreement, dated effective January 12, 1965, between Cities Service Oil Company, Skelly Oil Company, Sunray DX Oil Company and Tidewater Oil Company, governing operations on the contract area. The Operating Agreement contained in Exhibit "C" of the Main Agreement was superseded by the Joint Operating Agreement eff. 1/1/97
Land	1/21/1966	Unit Agreement No. 14-08-001-8784	Unit No. 891008784 - SS 271
Land	2/26/1966	Offshore Operating Agreement	Operating Agreement by and between Hardy Oil & Gas USA Inc., As Operator and British-Borneo Exploration, Inc. and Zilkha Energy Company, As Non-Operators
Land	6/10/1966	Unit Operating Agreement Ship Shoal	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators
Land	2/6/1967	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN CONTINENTAL OIL COMPANY AND TENNECO OIL COMPANY ET AL, AS AMENDED
Land	1/1/1971	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC., MESA PETROLEUM CO., ET AL.
Land	2/1/1971	Joint Operating Agreement	Operating Agreement, dated February 1, 1971, between Tenneco Oil Company and Texaco Inc. Amendment to Operating Agreement, dated effective May 1, 1974, between Tenneco Oil Company, Texaco Inc. and Tenneco Exploration 11, Ltd., whereby Tenneco Exploration II became a party to, and ratified, the operating agreement.
Land	1/1/1972	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SIGNAL OIL AND GAS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, ET AL.
Land	3/24/1972	Unit Agreement	SP 65 G G-1 Unit Res B Unit Agreement -891012327
Land	5/18/1972	Unit Agreement	SP 65 G G-1 Unit Res A Unit Agreement-891012332
Land	5/18/1972	Unit Agreement	SP 65 G2-G3 Unit Agreement-891012333
Land	1/1/1973	Offshore Operating Agreement	Offshore Operating Agreement* (VR 369/386+) *Unit Operating Agreement supersedes JOperating Agreement 1/1/1973
Land	8/1/1973	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN MOBIL OIL CORPORATION AND UNION OIL COMPANY OF CALIFORNIA ET AL
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8/1/73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8/1/73
Land	5/1/1974	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN PENNZOIL OFFSHORE GAS OPERATORS, INC. AND PENNZOIL LOUISIANA AND TEXAS OFFSHORE, INC. ET AL
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	9/3/1974	FO	Farmout Agreement by and between CNG Producing Company, Columbia Gas Development Corporation and Forest Oil Corporation
Land	12/1/1974	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC. AND PENNZOIL LOUISIANA AND TEXAS OFFSHORE, INC. ET AL
Land	4/23/1975	Joint Operating Agreement	Operating Agreement eff. 4-23-75
Land	7/1/1975	Joint Operating Agreement	Operating Agreement eff. 7/1/75 by and between Mesa Petroleum as Operator and American Natural Gas Production Co, et al
Land	3/1/1976	Joint Operating Agreement	Operating Agreement eff. 3-1-76 b/b POGO, Mesa and Mobil, et al
Land	4/1/1976	Joint Operating Agreement	Operating Agreement eff. 4-1-76 as amended
Land	4/1/1977	Unit Operating Agreement	UNIT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION , APACHE CORPORATION, ET AL.
Land	4/1/1977	Unit Agreement No. 14-08-0001-16943	Unit Agreement, JD Sand, Reservoir A, Eugene Island Block 330 Field (Unit Number 891016943), dated effective April 1, 1977, naming Pennzoil Oil & Gas, Inc., as Operator, and Texaco Inc. and Shell Oil Company, as sub-operators
Land	12/12/1977	Unit Agreement	Unit Agreement (VR 369 Unit Area) 12/12/1977
Land	12/23/1977	Unit Operating Agreement	Unit Operating Agreement* (VR 369 Unit Area) *UOperating Agreement supersedes JOperating Agreement 12/23/1977
Land	1/1/1978	UOA	HI 179 Unit Operating Agreement
Land	5/2/1978	FO	FARMOUT AGREEMENT EFFECTIVE MAY 2, 1978, BY AND BETWEEN ENSERCH, FARMOR, AND ANADARKO, FARMEE.
Land	11/1/1978	OA	Operating Agreement eff. 11/1/78



Land	11/17/1978	FO	Farmout Agreement dated November 17, 1978 between Gulf Oil Corporation and Shell Oil Company covering the Northeast Quarter (NE/4) of that certain Oil and Gas Lease dated July 1, 1967 bearing Serial No. OCS-G 1609, South Pass Area Block 61.
Land	3/1/1979	Joint Operating Agreement	OPERATING AGREEMENT DATED MARCH 1, 1979, BY AND BETWEEN UNION OIL COMPANY OF CALIFORNIA AND MOBIL OIL EXPLORATION & PRODUCTION SOUTHEAST INC.
Land	9/15/1979	Joint Operating Agreement	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, NON-OPERATORS.
Land	12/1/1979	OFFSHORE OPERATING AGREEMENT	OFFSHORE OPERATING AGREEMENT b/b SHELL OIL COMPANY and FLORIDA EXPLORATION COMPANY, ET AL
Land	4/1/1981	Unit Operating Agreement	Unit Operating Agreement; dated April 1, 1981, by and between Conoco Inc., Atlantic Richfield Company, Getty Oil Company, Cities Service Company, Placid Oil Company, Hamilton Brother Oil Company, Mobil Oil Exploration and Producing S.E., Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt Industries and Prosper Energy Corporation, comprising all working interest owners in the Ship Sho Operating Agreement! Blocks 206, 207, OCS-G:523:ahd OCS-G 1523, respectively.
Land	9/1/1981	Joint Operating Agreement	Operating Agreement 9/1/1981
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement 9/1/1981
Land	1/1/1982	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SOHIO PETROLEUM COMPANY AND EXXON CORPORATION
Land	4/28/1982	Letter Agreement	Letter Agreement dated April 28, 1982 between Gulf Oil Corporation and Shell Oil Company evidencing an agreement for Gulf Oil Company to install a Drilling Platform in the Northeast Quarter (NE/4) South Pass Area Block 61.
Land	11/1/1982	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF, 'N' SERIES	UNIT AGREEMENT BY AND BETWEEN CONOCO INC. AND CITIES SERVICE COMPANY ET AL
Land	1/1/1983	ORRI	Conveyance of Overriding Royalty Interests, dated effective January 1, 1983, creating the Tel Offshore Trust, and granting an overriding royalty interest, equivalent to 25% net profits interest, in all of Tenneco Exploration, Ltd.'s oil and gas properties
Land	7/1/1983	UOA	EI 212 Unit Operating Agreement
Land	8/4/1983	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY
Land	7/1/1984	Unit Agreement	UNIT AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND FLORIDA EXPLORATION COMPANY ET AL
Land	7/1/1984	UOA	MP 310 Unit Operating Agreement
Land	1/1/1985	OA	Operating Agreement eff. 1/1/85
Land	6/3/1985	Consent to Assign	Consent to Assignment of Interest, dated June 3, 1985, between Tenneco Exploration, Ltd. and Texaco Inc., as Grantors of Consent, and Huffco Petroleum, as Assignor, and L. S. Holding Company, AE Investments, Inc., Colton Gulf CO Operating Agreementst, Inc., and Huffco 1982 Exploration Limited Partnership, as Assignees, assigning all of Huffco Petroleum's record title interest to the Assignees.
Land	5/1/1986	Assignment	Assignment, dated effective May 1, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Plumb Offshore, Inc., subject to the reservation of an overriding royalty interest.
Land	7/2/1986	FARMOUT AGREEMENT	Farmout Agreement 7/2/1986
Land	10/31/1986	Assignment	Assignment of Interest, dated effective October 31, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Tenneco Oil Company.
Land	11/2/1987	SIMULTANEOUS EXCHANGE AGREEMENT	EXCHANGE AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC AND CONOCO INC
Land	3/3/1988	PA	PARTICIPATION AGREEMENT EFFECTIVE MARCH 3, 1988, BY AND BETWEEN WESTPORT OIL AND GAS COMPANY, INC, AND BASIN EXPLORATION, INC.
Land	6/7/1988	UA	EI 212 Unit Agreement
Land	10/31/1988	FO	Farmout Agreement 10/31/1988
Land	1/1/1989	OPERATING AGREEMENT	WD/GI UOA - CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	GI CATCO UOA - CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL Unit No. 891002021
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	UOA	EI 266 Unit Operating Agreement
Land	1/1/1989	OA	CATCO Operating Agreement eff. 1/1/89 by and between Conoco, Richfield, Texaco, et al
Land	1/1/1989	OA	Operating Agreement 1/1/89
Land	3/10/1989	FO	Ratification of Farmout Agreement 3/10/1989
Land	5/2/1989	Letter Agreement	Letter Agreement, dated May 2, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc., concerning the "Construction, Installation, Operation and Maintenance of Measurement and Pipeline Facilities" for receipt points at various locations on the OCS, including Main Pass 77 'A' platform (as amended). Consent Sec. 10.
Land	7/1/1989	OA	Operating Agreement eff. 7/1/89
Land	12/15/1989	FO	FARMOUT AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC., ET AL. AND CNG PRODUCING COMPANY
Land	7/1/1990	UA & UOA	MP 259 Unit Agreement and Unit Operating Agreement
Land	10/1/1990	Joint Operating Agreement	RATIFICATION AND AMENDMENT NUMBER 1 TO JOINT OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCING INC.
Land	1/1/1991	PA	Offshore Participation Agreement, dated effective January 1, 1991, between Unocal Exploration Corporation, The Northwestern Mutual Life Insurance Company, and Hardy Oil & Gas USA Inc., BA A105.

Land	4/15/1991	OA	Operating Agreement eff. 4-15-91 b/b Conoco and Shell
Land	5/1/1991	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST ET AL
Land	6/1/1991	UA	UNIT AGREEMENT, SOUTH TIMBALIER BLOCK 295 FIELD UNIT BY AND BETWEEN SHELL OFFSHORE INC. AND APACHE CORPORATION, ET AL.
Land	7/1/1983	UOA	ST 295 UOA. As amended
Land	8/15/1991	OA	HI A442 Operating Agreement C-02-0004194
Land	9/10/1991	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN ATLANTIC RICHFIELD COMPANY AND EXXON CORPORATION
Land	10/1/1991	FO	FO and Operating Agreement dated 10/1/91 between Torch Energy Advisors Inc etal and Hall-Hosuton Oil Company
Land	4/1/1992	Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf, Contract No. 754394018, as amended
Land	4/1/1992	Unit Agreement	Amendment to Unit Agreement. For Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf (Contract No. 754394018) to expand the Unit Agreement to include the NE/4 of the NW/4 of Block 61, OCS-G 1609, South. Pass Area.
Land	5/2/1992	ABOS	Agreement and Bill of Sale, dated effective May 2,1992, between Union Oil Company of California, as Seller, and The Northwestern Mutual Life Insurance Company and Hardy Oil & Gas USA Inc., as Buyers, selling 43.75% interest in the BA A-105 "A" Platform, equipment arid pipeline, to NW Mutual 31.25%, and Hardy 12.50%.
Land	6/25/1992	Letter Agreement	Letter Agreement, dated June 25, 1992, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana ", whereby Chevron obtained consent from Southern for Chevron to connect, operate and maintain pneumatic chart recorders on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	7/1/1992	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN ATLANTIC RICHFIELD COMPANY AND SAMEDAN OIL CORPORATION
Land	7/1/1992	OA	Operating Agreement 7-1-92 b/b Kerr-McGee and Samedan
Land	1/1/1993	Unit Operating Agreement	Unit Operating Agreement eff. 1-1-93
Land	2/15/1993	Letter Agreement	Letter Agreement, dated effective February 15, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron and Southern agree to amend and replace Exhibit "A" to that certain Letter Agreement, dated June 25, 1992 (described hereinabove).
Land	4/2/1993	ABOS	Bill of Sale, dated April 2, 1993, from Southern Natural Gas Company ("Southern") to Chevron U.S.A. Inc. ("Purchaser"), whereby Southern sells to Purchaser certain Barton chart recorders and appurtenant equipment located at various on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	5/7/1993	Letter Agreement	Letter Agmt. dated 5-7-1993 b/b Shell Offshore Inc. and Freeport McMoran Oil and Gas Company.
Land	6/1/1993	FO	Farmout Agmt. eff. 6-1-1993 b/b Shell Offshore Inc. and Samedan Oil Coporation.
Land	6/11/1993	Joint Operating Agreement	Operating Agreement eff. 6-11-1993 b/b Samedan Oil Corporation and British Borneo Exploration Inc., et al
Land	8/1/1993	Assignment	Assignment of Interest in Oil and Gas Lease (OCS-G 13944) effective date 08/01/93 from Anadarko Petroleum Corporation, Assignor, to Phillips Petroleum Company, Assignee, 50% of its right, title and interest in OCS-G 13944, GI Block 116, South Addition.
Land	8/16/1993	Joint Operating Agreement	Amendment to Operating Agreement, dated August 16, 1993, between Express Acquisition Company and Torch Energy Advisors Inc.
Land	12/30/1993	OA	WD 90, WD 103 Operating Agreements 12-30-1993
Land	1/1/1994	Joint Operating Agreement	BP EXPLORATION & OIL INC. AND SHELL OFFSHORE INC ET AL
Land	1/1/1994	Co-Development Agreement and Amendment to Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al
Land	1/21/1994	Unit Operating Agreement	Unit Operating Agreement for the Viosca Knoll .252 Unit, by and between Samedan Oil Corporation, as Operator, and Continental Land & Fur Co., Inc., dated effective January 21,1994. Preferential Right to Purchase - 15 Days. (Section 26.2)
Land	2/1/1994	JOA	JOA Operating Agreement eff. 2/1/94
Land	2/10/1994	JDA	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA - TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.
Land	2/11/1994	Unit Agreement	Unit Agreement For Outer Continental Shelf Exploration, Development and Production Operations on the Viosca Knoll 252 Unit designated Contract No. 754394013, by the Minerals Management Service, dated effective February 11, 1994, executed by Samedan Oil Corporation (as Unit Operator) and Chevron U.S.A. Inc.(as a working interest owner).
Land	6/1/1994	Joint Operating Agreement	OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NORCEN EXPLORER, INC, OPERATOR, AND DALEN RESOURCES OIL & GAS CO.
Land	6/6/1994	Letter Agreement	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. approves, adopts and recognizes the Unit Operating Agreement, dated January 21, 1994 for the Viosca Knoll 252 Unit
Land	6/9/1994	Letter Agreement	Letter Agreement, dated June 9, 1994, by and between Chevron U.S.A. Inc., Samedan Oil Corporation and Continental Land & Fur Co., Inc.
Land	6/24/1994	OA	Operating Agreement eff. 6-24-94
Land	7/1/1994	OA	Operating Agreement 7/1/1974
Land	7/7/1994	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL
Land	7/15/1994	Letter Agreement	LETTER AGREEMENT DATED JULY 15, 1994 BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY.
Land	9/1/1994	UOA	EI 89 Field UOperating Agreement 9/1/94
Land	9/1/1994	FARMOUT AGREEMENT	Farmout Agmt Eff. 9-1-94

Land	10/19/1994	JDA	Joint Venture Development Agreement, dated October 19,1994",between Norcen Explorer, Inc. and Texaco Exploration and Production, Inc. forming a working-interest unit comprising portions of Ship ShOperating Agreementl Block 206 and OCS-G 1523,-Ship ShOperating Agreementl Block 207;
Land	11/16/1994	JDA	Joint Venture Development Agreement, dated November 16<1994, between Norcen.Explorer, Inc., Texaco Exploration and1 Production, Inc., Industries, TheiGeorge R. Brown Partnership, JOC Venture, LamarHunt Trust Estate, Mobil Oil Exploration SoProducingISoutheast Inc.,-and Hunt Oil Company,,covering all of Blocks 206 and 207 Ship ShOperating Agreementl Area.
Land	11/30/1994	JDA	Amendment to Joint Venture Development Agreement, dated November'30,1994, between iNorcen Explorer, ,Inc., Texaco Exploration, and Production; Inc., Hunt Industries, The George.R..Brown Partnership, JOG Venture, Lanlar Hunt Trust Estate, Mobil Oil Exploration &«Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreementl Area.
Land	3/28/1995	Letter Agreement	LETTER AGREEMENT DATED MARCH 28,1995, BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY, ET AL.
Land	4/6/1995	JDA	Amendment tp Joint Venture Development Agreement, dated April 6, 1995, between Norcen. Explorer, Inc., Texaco Exploration and Production; Inc., Hunt Industries, The George R. Brown, Partnership; JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration 8i Producing Southeast Inc., and Hunt Oil Company, covering; all of'Blocks.206 and 207 Ship ShOperating Agreementl Area.
Land	5/1/1995	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MAY 1, 1995, BY AND BETWEEN CONOCO INC. AND VASTAR RESOURCES, INC., ET AL.
Land	7/1/1995	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT EFFECTIVE JULY 1, 1995, BY AND BETWEEN NORCEN EXPLORER, INC, OPERATOR, DALEN RESOURCES OIL & GAS CO AND GLOBAL NATURAL RESOURCES CORPORATION OF NEVADA COVERING PORTIONS OF BLOCK 117 AND 118, EUGENE ISLAND, AS AMENDED TO EXCLUDE JOINT DEVELOPMENT ACREAGE.
Land	10/1/1995	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN AMERADA HESS CORPORATION AND VASTAR RESOURCES INC.
Land	11/8/1995	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN FORCENERGY GAS EXPLORATION INC. AND ENERGY INVESTMENTS INC.
Land	12/14/1995	LOI	REVISED LETTER OF INTENT (FARMOUT) DATED DECEMBER 14, 1995, BY AND BETWEEN ENSERCH EXPLORATION, INC, AND PETROBRAS AMERICA, INC.
Land	2/23/1996	JOINT DEVELOPMENT AGREEMENT	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN APACHE CORPORATION, W & T, DEVON, NCX
Land	3/7/1996	Conditional Letter of Acceptance to Exploration Agreement	Letter Agreement by and between Hardy Oil & Gas USA, Inc., British-Borneo Exploration by Hardy Oil & Gas USA, Inc., British Borneo Exploration, Inc. and Zilkha Energy Company
Land	3/7/1996	JDA	JOINT DEVELOPMENT AREA AGREEMENT DATED MARCH 7, 1996, BY AND BETWEEN LOUISIANA LAND AND EXPLORATION COMPANY AND ENSERCH EXPLORATION, INC, ET AL COVERING PORTIONS OF BLOCKS 107, 108, 118 AND 117, EUGENE ISLAND.
Land	9/1/1996	Joint Operating Agreement	JOA BY AND BETWEEN CAIRNE ENERGY USA, INC. AND NORCEN EXPLORER, INC. ET AL.
Land	9/1/1996	OA	Offshore Operating Agreement 9/1/1996
Land	9/3/1996	OA	
Land	12/15/1996	OA	Operating Agreement (depths below 9000' on VR 392 & VR 408; and all depths VR 407) 9/3/1996
Land	1/3/1997	Joint Operating Agreement	Operating Agreement eff. 12-15-96 b/b Vastar and Union
Land	1/21/1997	Assignment	Operating Agreement eff. 1-3-1977 b/b Transco Exploration Company, as Operator, and Freeport Oil Company, Energy Development Corporation, Pioneer Production Corporation, et al
Land	1/21/1997	PSA	Assignment of Record Title effective date 01/21/97 from Phillips Petroleum Company to SOI. SOI will acquire a 50.0% of 6/6ths interest in OCS-G 13944, GI Block 116, South Addition.
Land	5/1/1997	Joint Operating Agreement	Purchase and Sale Agreement between Phillips Petroleum Company ("Seller") and SOI ("Purchaser"), whereby Phillips reserves a prop01tionately reduced 10% of 6/6ths Overriding Royalty Interest in OCS-G 13944, effective date 01/21197
Land	7/7/1997	Letter Agreement	Amendment to Operating Agreement, dated effective May 1,1997, between GOM Shelf, LLC, and ChevronTexaco and Kerr-McGee Oil & Gas Corporation, amending Exhibit "A" to reflect a new division of interest.
Land	10/1/1997	UOA	Letter Agreement, dated July 7, 1997, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation,concerning of the OCSG 10930 Well #1 in Viosca Knoll Block 251 to a proposed depth of 22,500' and certain earning and assignment provisions, more fully described therein.
Land	10/1/1997	UOA	MI 623 Unit Operating Agreement
Land	10/1/1997	UOA	SP 65 G G-1 Unit Res A UOperating Agreement
Land	10/1/1997	UOA	SP 65 G G-1 Unit Res B UOperating Agreement
Land	10/1/1997	UOA	SP 65 G2-G3 UOperating Agreement
Land	10/1/1997	OA	SP 61, 70 Joint Operating Agreement eff. 10-1-97
Land	12/18/1997	PA	PARTICIPATION AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC.
Land	2/1/1998	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC
Land	2/28/1998	Letter Agreement	Letter Agreement dated 02/28/98 between CNG Producing Company, et al, and SOI and Anadarko Petroleum Corporation, whereby SOI acquires 50% working interest in GI Block 110.
Land	3/1/1998	Unit Operating Agreement	UNIT OPERATING AGREEMENT DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION AND SHELL OFFSHORE INC. UNIT NO.754398019
Land	3/1/1998	Unit Agreement	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF EXPLORATION, DEVELOPMENT, AND PRODUCTION OPERATIONS ON THE GRAND ISLE BLOCK 116 UNIT, DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, AND SHELL OFFSORE INC. UNIT NO.754398019
Land	3/1/1998	ORRI	Assignment of Overriding Royalty Interest, dated effective 03/01/98, whereby ANADARKO and SOI assigns 1 % (of 6/6ths) ORRI to BHP, CNG and Amoco, re: GI 1110CS-G18069, GI 116 OCS-G 13944, GI 1100CS-G13943.
Land	3/1/1998	Assignment	Record Title Assignment of Oil and Gas Lease (OCS-G 13943) effective date 03/01/98 whereby BHP Petroleum (GOM) Inc., (Assignor) assigns to SOI and Anadarko Petroleum Corporation (Assignees) a 25% of 6/6ths, equally to Assignees, being of all right, title and interest, covering OCS-G 13943, GI Block 110, South Addition.

Land	3/1/1998	ORRI	Assignment of Overriding Royalty Interest, dated effective 03/01/98, whereby ANADARKO and SOI assigns 1 % (of 6/6ths) ORRI to BHP, CNG and Amoco, re: GI 1110CS-G18069, GI 116 OCS-G 13944, GI 1100CS-G13943.
Land	3/2/1998	LA	LETTER AGREEMENT DATED MARCH 2, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, ET AL, AND AMOCO PRODUCTION COMPANY, ET AL.
Land	3/3/1998	PA	PARTICIPATION AGREEMENT BY AND BETWEEN WESTPORT OIL AND GAS COMPANY INC. AND BASIN EXPLORATION INC
Land	3/13/1998	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MARCH 13, 1998, BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC. AND VASTAR RESOURCES, INC.
Land	4/1/1998	JVA	JOINT VENTURE AGREEMENT - SPECTER PROSPECT DATED APRIL 1, 1998 BY AND BETWEEN SHELL OFFSHORE, INC. AND ELF EXPLORATION INC. ET AL., as amended.
Land	4/1/1998	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND SNYDER OIL CORPORATION, ET AL.
Land	4/6/1998	Letter Agreement	LETTER (ELF OFFERS NIPPON PART OF THE COoperating AgreementSTAL INTEREST) DATED APRIL 6, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED
Land	4/6/1998	JVA	AMENDMENT TO JOINT VENTURE AGREEMENT- ELF ASSUMES COoperating AgreementSTAL POSITION DATED APRIL 6, 1998 ELF EXPLORATION INC. AND COoperating AgreementSTAL O&G CORPORATION.
Land	4/7/1998	Assignment	Assignment of Record Title Interest, dated 4/7/98, whereby SOI assigns 12.5% Record Title to OBI regarding GI 116, OCS-G 13944.
Land	4/10/1998	FO	FARMOUT AGREEMENT DATED APRIL 10, 1998, BY AND BETWEEN COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	4/13/1998	Letter Agreement	LETTER- NIPPON TAKES ITS SHARE OF COoperating AgreementSTAL F/O & SHARE OF ELF'S INTEREST DATED APRIL 13, 1998, BY AND BETWEEN ELF EXPLORATION INC., COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	7/1/1998	Farmout Agreement	FO by and between Energy Development Corp & Juniper Energy Kp
Land	7/12/1998	Joint Operating Agreement	JOINT OPERATING AGREEMENT DATED JULY 12, 1998 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/5/1998	JVA	ADDENDUM TO JOINT VENTURE AGREEMENT DATED NOVEMBER 5, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
Land	2/11/1999	OA	Operating Agreement eff. 2-11-99
Land	6/1/1999	AREA OF MUTUAL INTEREST	AREA OF MUTUAL INTEREST BY AND BETWEEN OCEAN ENERGY INC. AND DUKE ENERGY HYDROCARBONS, LLC
Land	8/5/1999	EA	EXPLORATION AGREEMENT DATED AUGUST 5, 1999 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/18/1999	Letter Agreement	Letter Agreement, dated November. 18, 1999, by and between Chevron U.S.A. tic. and Samedan Oil Corporatidri being a COPAS Amendment to Unit Operating Agreement for the Viosca Knoll 252 Unit concerning Subpart (i;) of Section m. "Overhead", andmade effective January 1,2000.
Land	12/1/1999	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN FORCENERGY INC. AND MAKO OFFSHORE EXPLORATION, INC., ET AL.
Land	11/1/1980	Joint Operating Agreement	Operating Agreement, Main Pass Area, Blocks 77 and 78, Gulf of Meidco, dated effective November 1, 1980,between Gulf Oil Corporation, Texoma Production Company, The Anschutz Corporation, NICOR Exploration Company, and The Superior Oil Company, covering the federal Oil and Gas Lease OCS-G 4481, Blocks 77-and78 Main Pass Area, Offshore Louisiana, a true copy of the original is recorded in C.O.B. 592, Folio 658, Plaquemines Parish, Louisiana.
Land	12/15/1999	Letter Agreement	Letter Agreement, dated December 15, 1999, between Apache Corporation, Chevron U.S.A. Production Company, Kelley Oil Corporation, Key Production Company, Mobil Exploration & Producing U.S. Inc. and Sabco Oil and Gas Corporation, regarding the OCS-G 4481 #A-23 Well, Main Pass Block 77, Main Pass Block 151 Field, Offshore. LA. Note: only have Key's executed cop
Land	1/1/2000	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN OCEAN ENERGY, INC., MCMORAN OIL & GAS LLC., ET AL.
Land	1/31/2000	FO	Farmout Letter Agreement 1/31/2000
Land	2/7/2000	OA	Operating Agreement eff. 2-7-00
Land	5/1/2000	OA	Operating Agreement eff. 5/1/00
Land	8/4/2000	FO	Farmout Agreement 8/4/2000
Land	11/17/2000	PA	Participation Agreement and Operating Agreement 11-17-00 b/b Samedan and Stone
Land	12/8/2000	Letter Agreement	Letter Agreement, dated December 8, 2000 (effective December 1, 2000), by and between Chevron U.S.A. Inc. and Williams Field Services - Gulf COoperating Agreementst Company, L.P., whereby Chevron U.S.A. Inc. consents to an assignment by Williams Field Services - Gulf COoperating Agreementst Company, L.P., to its affiliate, Williams Mobile Bay Producer Services, L.L.C.
Land	1/11/2001	LETTER AGREEMENT	Letter, dated January 11, 2001, from the United States Department of the Interior, Minerals Management Serviceto Chevron U.S.A. Inc., approving the initial participating area plat and Exhibit C for the Viosca Knoll 252 Unit,Agreement No. 754394013, effective November 8, 2000
Land	6/1/2001	OA	Offshore Operating Agreement 6/1/2001
Land	6/15/2001	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND RWE PETROLEUM COMPANY ET AL
Land	6/15/2001	JDA	JOINT DEVELOPMENT AGREEMENT EFFECTIVE JUNE 15, 2001, BY AND BETWEEN RME PETROLEUM COMPANY AND W&T OFFSHORE, INC, "SM280 OWNERS" AND RME ET AL "SM 281 OWNERS" AND THAT CERTAIN JOINT OPERATING AGREEMENT ATTACHED THERETO AS EXHIBIT "B".
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 66
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering OCS-G 2282, South Marsh Island Block 132.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 135
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 136
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 137

Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 149
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 150
Land	10/1/2001	OA	Operating Agreement eff. 10-1-01 b/b Union and Forest
Land	10/1/2001	OA	Operating Agreement eff. 10-1-01 b/b Union and Forest
Land	11/3/2001	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	1/9/2002	Letter Agreement	Letter, dated January 9, 2002, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394bl'3, effective December 1, 2001.
Land	3/1/2002	FO	Farmout Agmt. eff. 3-1-2002 b/b Samedan Oil Corporation (Farmor) and Pure Resources, L.P. (Farmee)
Land	8/23/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Spinnaker Exploration Company, L.L.C., as Non-Operator
Land	8/30/2002	Assignment	Assignment of Record Title Interest, approved 8/30/2002, whereby SOI assigns unto OBI, covering GI 110 OCS-G 13943.
Land	9/20/2002	Assignment	Assignment of Operating Rights, approved 9/20/2002, whereby SOI assigns unto OEI, covering GI 110, OCS-G 13943.
Land	12/18/2002	Pooling Agreement	POOLING AGREEMENT DATED DECEMBER 18, 2002, BY AND BETWEEN THE STATE OF TEXAS AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	12/20/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC
Land	3/31/2003	Letter Agreement	Letter Agreement, dated March 31, 2003, between Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Production Company and Contour Energy Company regarding Second Opportunity to Participate - Election to Acquire^Non-Participating Interest, in the MP77 OCS-G 4481 A-6 TTPG, Project No. UWGHP-R3011, Cost Center UCP170500, Main Pass Block 77. Key Production Company election.
Land	5/1/2003	Joint Operating Agreement	Offshore Operating Agreement dated May 1, 2003 between Magnum Hunter Production, Inc, and Westport Resources Corporation et al
Land	5/19/2003	JOA	JOA Operating Agreement eff. 5/19/03
Land	5/19/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between FIELDWOOD ENERGY OFFSHORE LLC(SUCCESSOR TO GRYPHON EXPLORATION COMPANY) AND APACHE CORPORATION (SUCCESSOR TO SPINNAKER EXPLORATION COMPANY, L.L.C.)
Land	6/9/2003	PA	Participation Agmt. eff. 6-9-2003 b/b Samedan Oil Corporation and CLK Company
Land	8/7/2003	PA	Exploration Participation Agreement, dated August 7, 2003, by and between Chevron U.S.A. Inc. and Westport Resources Corporation, as amended, concerning certain Offshore Continental Shelf properties, all as is more fully, provided for and described therein.
Land	9/25/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Chevron USA
Land	1/1/2004	FO	FARMOUT AGREEMENT DATED JANUARY 21, 2004, BY AND BETWEEN CHEVRON USA INC. AND BP AMERICA PRODUCTION COMPANY.
Land	1/7/2004	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Shell Offshore et al
Land	2/25/2004	FO	Farmout Agmt eff. 2-25-2004 b/b Forest Oil Corporation, Texas Standard Oil Company, Noble Energy, Inc. and Pioneer Natural Resources USA, Inc., as Farmors, and Houston Energy, L.P., as Farmee
Land	2/25/2004	Joint Operating Agreement	Ratification and Amdt. Of Operating Agreement eff. 2-25-2004 b/b Forest Oil Corporation et al
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	3/25/2004	JVA	Amendment to Joint Venture Development Agreement, dated. March 25, 2004 between Anadarko E & P Company LP: Chevron U.S.A. Inc.; Hunt Oil Company, Hunt Petroleum, the George,R. Brown Partnership LP, Offshore Investment ,Cov and the Lamar Hunt Trust Estate,, whereby the Unit 'was expanded
Land	4/1/2004	Joint Operating Agreement	AMENDMENT OF JOINT OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	4/2/2004	Divestiture	ASSET SALE AGREEMENT DATED APRIL 2, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	4/19/2004	FO	Farmout Agreement by and between Newfield Exploration Company and Westport Resources Company, as Owners of WC 73, and Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC as Owners of WC 72
Land	5/28/2004	Letter Agreement	Letter, dated May 28, 2004, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2003.
Land	6/1/2004	OA	Operating Agreement eff. 6-1-04 by and between Newfield Exploration Co & Triumph Energy LLC
Land	6/29/2004	Letter Agreement	LETTER AGREEMENT DATED JUNE 29, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
Land	7/20/2004	PHA	PHA eff. 7-20-2004 b/b Forest Oil Corporation, as operator and co-owner of the WD 34 A PF and Red Willow Offshore, LLC, et al, as producers
Land	7/27/2004	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporation and Applied Drilling Technology, Inc.
Land	8/1/2004	Unit Operating Agreement	Amendment and Supplement to Unit Operating Agreement for the Viosca Knoll 252 Unit, dated August 1,2004, by and between Chevron U.S.A. Inc. and Noble Energy, Inc
Land	8/1/2004	OA	Operating Agreement 8/1/04
Land	8/11/2004	Notice	NOTICE OF ASSIGNMENT DATED AUGUST 11, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	8/24/2004	Letter Agreement	Letter Agreement dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services- Gulf COperating Agreementst Company, L.P.
Land	9/7/2004	Settlement and Release Agreement	SETTLEMENT AND RELEASE AGREEMENT DATED SEPTEMBER 7, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/1/2004	OA	Operating Agreement eff. 10-1-04
Land	10/6/2004	LOI	LETTER OF INTENT DATED OCTOBER 6, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.

Land	10/7/2004	EA	EXPLORATION AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/14/2004	Letter Agreement	Letter Agreement, dated October. 14, 2004, between Ghevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terin's, Viosca Knoll 251 "A" PlatformvCadillacProspect and any Other Future Non-unit Production
Land	10/28/2004	PSA	PSA dated 10-28-2004 but eff. 7-1-2004 B/B Eni Deepwater LLC and Northstar Gulfsands, LLC
Land	11/1/2004	PA	Exploration Participation Agreement, dated November 1, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Company, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein
Land	11/18/2004	Letter Agreement	Letter Agreement, dated November 18; 2004, between Chevron U.S.A. Inc. and Newfield Exploration Company, amending'the;terms of Letter Agreement•,dated October f4, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terms, Viosca knoll.251 "A"" Platform, Cadillac Prospect and any Other Future Non-unit Production:
Land	1/1/2005	VUA	VOLUNTARY UNIT AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.
Land	1/1/2005	Operating Agreement	Operating Agreement 1-1-05 by an between Maritech and Arena
Land	1/25/2005	Letter Agreement	Letter Agreement for the Operation and Ownership Transfer of Certain South Marsh Island Block 66 Facilities, dated effective January 25, 2005, between Transcontinental Gas Pipeline Corporation,as Seller> and Union Oil "Company-of California and Forest Oil Corporation, as Purchasers, for facilities and pipeline associated with "A" and "C" Platforms'. NEVER CONSOMATED.
Land	2/1/2005	Letter Agreement	Letter Agreement, dated February 1, 2005, between Union Oil Company of California and Forest Oil , covering OCS-G 2589, South Marsh Island Block 137, as the Unit Operating Agreement for South Marsh Island Block 137 Unit, identified as Unit Agreement No. 14-08-001-20237, replacing and superseding, effective October 1, 2001, that certain Unit Operating Agreement dated January 1,1989 between Conoco Inc., Texaco Producing Inc. and CanadianOXY Offshore Production Company.
Land	3/28/2005	PA	PARTICIPATION AGREEMENT BY AND BETWEEN GOM SHELF LLC BY APACHE CORPORATION AND RIDGEWOOD ENERGY CORPORATION
Land	5/27/2005	Joint Operating Agreement	Operating Agmt eff. 5-27-2005 b/b BP Exploration & Production Inc. and EOG Resources, Inc.
Land	5/28/2005	PA	Participation Agmt eff. 5-28-2005 b/b BP Exploration & Production Inc. and EOG Resources, Inc.
Land	8/2/2005	PSA	PURCHASE AND SALE AGREEMENT DATED AUGUST 2, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/25/2005	OA	Operating Agreement 10-25-05
Land	11/1/2005	JDA	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN MERIT ENERGY COMPANY AND STONE ENERGY CORPORATION ET AL
Land	11/1/2005	Partition and Redemption Agreement	Partition and Redemption Agmt. dated 11-1-2005 b/b Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
Land	11/7/2005	Unit Agreement	Amendment to Unit Agreement, Viosca Knoll Block 252 Unit, Contract No. 754394013, dated November 7, 2005 (effective November 1, 2005) as approved by the Minerals Management Service by letter dated January 10,2007, but made effective November 8, 2006, replacing Exhibits "A", "B" and "C" and Article 13.1 in its entirety (reduction of Unit Area)
Land	12/20/2005	Letter Agreement	Letter Agreement, dated December 20, 2005, between Noble Energy, Inc. and Ghevron U.S.A. Inc., being a consent.to disclose confidential data
Land	2/22/2006	FO	Farmout Proposal Letter Agreement between The Houston Exploration Company and Noble Energy Inc. 2/22/2006
Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	4/4/2006	Joint Operating Agreement	STONE ENERGY CORPORATION AND GOM SHELF LLC, ET AL
Land	6/28/2006	OA	JOperating Agreement eff. 6-28-86
Land	7/24/2006	OA	Operating Agreement eff. 7-24-06
Land	10/17/2006	JOA	Operating Agreement eff. 10-17-06
Land	10/30/2006	FO	Farmout Agreement, dated effective October 30, 2006, between Chevron U.S.A. Inc., as-Farmor, and Mariner Energy Resources, Inc., as farmee, covering S/2 of SM 149 (OCS-G 2592) and S/2 of SM 150 (005-016325) and limited to depths from the surface to the stratigraphic equivalent of 100' below the deepest depth drilled in the #1 Well as proposed.
Land	1/10/2007	Letter Agreement	Letter dated January 10, 2007, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision Exhibits "A", "B" and "C" reflecting a change in the Unit Area due to contraction provisions in the Viosca Knoll 252 Unit, Agreement No. 754394013.
Land	2/28/2007	FO	FO eff. 2/28/07 by and between Newfield and Apache
Land	4/3/2007	Confidentiality Agreement	Confidentiality Agreement by and between Apache Coporation, Samson Contour Energy and Shell Offshore
Land	5/17/2007	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION COMPANY, L.P. AND HUNT PETROLEUM CORPORATION, ET AL.
Land	9/21/2007	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand SENECA RESOURCES CORPORATION
Land	12/31/2007	PSA	PURCHASE AND SALE AGREEMENT BY AND BETWEEN GOM SHELF LLC AND WILD WELL CONTROL INC.
Land	12/31/2007	Company Agreement	Company Agreement, dated effective December 31, 2007, between BP America Production Company,Chevron USA Inc. and GOM Shelf LLC, amending the Operating Agreements for certain jointly-owned Facilities and Wells in GI 40, 41, 47, 48 and WD 69 and 70 damaged by Hurricane Katrina.
Land	12/31/2007	PSA	Agreement for Purchase and Sale, effective December 31, 2007, between Chevron U.S.A. Inc., as Seller, and Wild Well Control, Inc., as Buyer, conveying Chevron's undivided interest in certain Facilities and Wells in GI 40, 41, 47, 48 and WD 69 and 70 to Wild Well Control for the purpose of decommissioning
Land	5/1/2008	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN MARINER ENERGY, INC. AND APACHE CORPORATION
Land	7/7/2008	Acquisition	Stock Purchase Agmt dated July 7, 2008 b/b Northstar E&P, LP and Dynamic Offshore Resources, LLC
Land	7/7/2008	Letter Agreement	VR 332 A5 Letter Agmt dated July 7, 2008 b/b Northstar Interests, L.C. and Dynamic Offshore Resources, LLC
LAND	7/15/2008	Participation Agreement	ST 311 Participation Agreement-Walter & APA-7-15-2008
LAND	7/15/2008	Assignment of ORRI	ST 311 Walter ORRI Assign.
Land	8/27/2008	FO	FARMOUT AGREEMENT BY AND BETWEEN PIESCES ENERGY LLC AND APACHE CORPORATION



Land	12/8/2008	Platform Sale	Platform Sale Agreement, WD 94 G Auxiliary Platform, dated effective December 8, 2008 between BP America Production Company and GOM Shelf LLC, as-sellers, and Chevron USA Inc., as buyer.
Land	4/30/2009	OA	Operating Agreement eff. 4-30-09 Chevron USA, et al
Land	6/1/2009	FO	Farmout Agreement dated effective June 1, 2009, between Chevron U.S.A. Inc., and Phoenix Exploration Company, LP and Challenger Minerals Inc., covering OCS-G 32267, Chandelur Block 42 and OCS-G 32268, Chandelur Block 43, INSO FAR AND ONLY INSO FAR as they cover those depths from the surface to one hundred feet (100') below the deepest depth drilled and logged in the earning well.
Land	6/1/2009	OA	Operating Agreement CA 42/43
Land	6/1/2009	OA	Operating Agreement eff. 6-1-09 Chevron USA, et al
Land	8/7/2009	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporaiton and Houston Energy, L.P.
Land	12/14/2009	OPTION AGREEMENT	OPTION AGREEMENT b/b APACHE CORPORATION and WALTER OIL & GAS CORPORATION, ET AL
Land	2/1/2010	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATION and WALTER OIL & GAS CORPORATION, ET AL
Land	2/25/2010	OA	Operating Agreement eff. 2-25-10
Land	4/8/2010	Letter Agreement	Letter Agreement, dated 4/8/2010 between Shell Offshore Inc., Apache Corporation and Nippon Oil Exploration U.S.A. Limited amending the Unit Operating Agreement, dated March 1, 1998.
Land	6/1/2010	PA	Approval of Revision of Participation Area, effective June 1, 2010, whereby the Grand Isle CATCO Unit was revised.
Land	6/1/2010	ABOS	Bill of Sale and Conveyance, effective June 1, 2010, whereby Chevron U.S.A. Inc. transferred certain Interests in Grand Isle Block 46, OCS-G 00132 N-I well/API No. 17-717-40959-00, certain interests in Grand Isle Block 46, OCS-G 00132 Platform, the line fill as of the effective date, and the Minerals Management Segment Number 15732 Pipeline as well as its associated Right of Way, equipment and facilities to GOM Shelf
Land	7/23/2010	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporaaiton and W & T Offshore Inc.
LAND	9/1/2010	OCS Exploration Venture	mp-295-Joint Venture Letter Agreement
Land	9/14/2010	Letter Agreement	CHEVRON USA INC. AND GOM SHELF LLC
Land	2/1/2011	ABOS	Assignment and Conveyance, dated effective February 1, 2011, between Harrigan Energy Partners, Inc., Assignor, and Chevron U.S.A. Inc. as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities; pipelines, equipment, contracts,, etc.; all as more fully described therein.
Land	3/15/2011	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND STONE ENERGY OFFSHORE LLC
Land	4/21/2011	PSA	Asset Purchase and Sale Agreement, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Seller, and Chevron U.S.A. Inc., as Purchaser, whereby Purchaser acquired 0.63149% of 0.83922% of 8/8ths of Seller's right title and interest in the Lease, together with Seller's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	4/21/2011	ABOS	Assignment and Bill of Sale, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Assignor and Chevron U.S.A. Inc., as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein
Land	8/1/2011	ABOS	ABOS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assignor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	8/25/2011	PARTICIPATION AGREEMENT	PARTICIPATION AGREEMENT b/b APACHE CORPORATION and CASTEX OFFSHORE, INC., ET AL
LAND	9/20/2011	Slot and Well Bore Acquisition	MP 296 MP 296 B-19 Slot, Wellbore Acquisition Agreement
Land	11/3/2011	Letter Agreement	Letter Agreement dated November 3, 2011 evidencing Chevron U.S.A. Inc.'s consent to an assignment of interest from Phoenix Exploration Company LP in that certain Farmout Agreement dated and made effective June 1, 2009, to Apache Corporation and Castex Offshore, Inc.
Land	11/3/2011	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
LAND	11/17/2011	Assignment and Bill of Sale	MP 295, MP 296, MP 303, MP 304, MP 311, MP 312, MP 313 ABOS Stone to EPL 11-1-2011
LAND	12/1/2011	Participation Agreement	ST 311 Participation Agreement-Walter & APA & Castex-12-1-2011
LAND	12/15/2011	Slot and Well Bore Acquisition	MP 296 MP 296 B19 ST2 Slot & Well Bore Acq Agmt
Land	4/1/2012	PA	Approval of Revision of Participation Area, effective April 1, 2012, whereby the Grand, Isle CATCO Unit was revised.
Land	5/1/2012	CONDENSATE TRANSPORT & SEPARATION AGREEMENT	CONDENSATE TRANSPORT & SEPARATION AGREEMENT b/b APACHE CORPORATION and CASTEX OFFSHORE, INC., ET AL
Land	5/2/2012	Letter Agreement	Letter, dated May 2, 2012 between Newfield Exploration Company and Chevron U.S.A. Inc., being a waiver of confidentiality provision grant by Chevron in favor of Newfield;
Land	6/1/2012	PSA	Ratification of Purchase and Sale Agreement by Holders of Preferential Right to Purchase, dated effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Preferential Right Purchasers, affecting that certain Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer.
Land	6/1/2012	ABOS	Conveyance, Assignment and Bill of Sale, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Assignor, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Assignees, covering an undivided 0.83922% right, title and interest in certain property described in Exhibit "A" attached thereto, assigning 75.247% thereof to Chevron (0.63149% net) and 24.753% thereof to Dynamic (0.20773% net).
Land	6/27/2012	PSA	Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer, covering all of Seller's right, title and interest in that certain Oil & Gas Lease bearing Serial No. OCS-G 448,1, ), together with Seller's interest in certain wells, facilities, pipelines, equipment contracts, etc, all as more fully described therein.



Land	7/9/2012	Joint Operating Agreement	Offshore Operating Agreement (Ship ShOperating Agreementl 176 Prospect OCS-G 33646) Originally by and between Hall-Houston Exploration IV, L.P, as Operator and GOM Offshore Exploration I, LLC and Apache Corporation as Non-Operators
Land	8/1/2012	Throughput Capacity Lease Agreement	Fieldwood leases capacity to Arena for Barnacle Pipeline
Land	9/17/2012	PA	PARTICIPATION AGREEMENT BY AND BETWEEN APACHE CORPORATION AND WALTER OIL & GAS CORPORATION
LAND	12/20/2012	Farmout Agreement Extension Letter	MP 295 Extension 12-20-12
Land	2/1/2013	AREA OF MUTUAL INTEREST	AREA OF MUTUAL INTEREST AGREEMENT BY AND BETWEEN APACHE CORPORATION AND ENERGY XXI GOM, LLC
Land	2/1/2013	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND ENERGY XXI GOM, LLC
Land	2/1/2013	Data Agreement	Data Agreement effective 2-1-2013 by and between Fieldwood Energy LLC, GOM Shelf LLC, Apache Corporation and EXXI
LAND	2/1/2013	Memorandum of OA and Financing Statement	Primary Term Lands - MOA Recorded 01-2015 Revision
LAND	2/1/2013	Exploration Agreement	MP 296 EXXI Exploration Agreement\Exploration Agreement Apache & Energy XXI 2-1-2013 with Exhibits (less B)
LAND	2/22/2013	Exploration Agreement Letter	Heron Prospect (MP 295) Letter of Agreement 2-22-13
Land	3/15/2013	Exploration Venture	Exploration Venture for portions of VR 271 SM 87 by and between Fieldwood Energy Offshore LLC, Apache Corporation and Pisces Energy LLC
Land	6/1/2013	OA	Operating Agreement eff. 6-1-13 Castex, et al
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	7/1/2013	Acquisition	Acquisition by and between Fieldwood Energy LLC and Callon Petroleum Operating Co.
Land	7/1/2013	MOA	EI 136 Recorded Memorandum of Operating Agreement and Financing Statement
Land	7/1/2013	Joint Operating Agreement	EI 136 Operating Agreement covering depths below 19,135' SSTVD
Land	7/1/2013	Joint Operating Agreement	JOperating Agreement covering OCS-G 32264 MP 302
Land	7/1/2013	Stipulation and Corrective Assignment	Stipulates the interest held by Apache Offshore Petroleum Limited Partnership, Fieldwood Energy LLC and Third parties
Land	7/1/2013	Assignment of Federal OCS Pipeline Right of Way	Assignment of Pipeline ROW Apache to Fieldwood LLC
Land	9/9/2013	Amendment No. 1 Bar Prospect Offshore Operating Agreement	Amends certain JOperating Agreement dated 02/01/2013
Land	9/30/2013	Acquisition	Purchased GOM Shelf as a company from Apache
Land	10/7/2013	ection Letter Agreement PL 13 007 ST2 We	Election Letter Agreement by and between Fieldwood Energy LLC and Enven Energy Ventures LLC
LAND	10/16/2013	Fabrication Agreement	ST 311 A Platform Construction Contract Gulf Island LLC and Walter Oil and Gas dtd 10-16-13
Land	10/25/2013	Letter Agreement	Letter Agreement dated October 25, 2013 evidencing Chevron U.S.A. Inc.'s consent to an assignment of interest from Apache Corporation in that-certain Farmout Agreement dated and made effective June 1, 2009, to Fieldwood Energy LLC.
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	12/4/2013	Extension Request - Slot Rental Agreement	by and between Fieldwood Energy LLC, GOM Shelf LLC and EPL Oil & Gas, LLC - Amends certain Slot Rental Agreement dated 12/26/2012
Land	12/4/2013	Extension Request - Slot Rental Agreement	by and between Fieldwood Energy LLC, GOM Shelf LLC and Apache Shelf Exploration LLC - Amends certain Slot Rental Agreement dated 12/26/2012
Land	12/16/2013	Joint Operating Agreement	TANA EXPLORATION COMPANY LLC AND APACHE CORPORATION
Land	12/28/2013	Well Proposal	Letter proposing well B-19 MP 302 well by and between Fieldwood Energy LLC, GOM Shelf LLC, Apache Corporation and Apache Shelf Exploration LLC
Land	12/30/2013	Withdrawal Agreement	Withdrawal Agreement by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.
Land	1/10/2014	Prospect Proposal	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election
Land	1/10/2014	Prospect Proposal	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election
Land	2/5/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	2/5/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Black Elk Energy Offshore Operations, LLC: Leases where Fieldwood was the operator and Black Elk held interest. Exception is ST 53 where Black Elk was the Operator.
LAND	3/1/2014	Contract Operating Agreement	ST 320 Contract Operating Agreement dtd 3-1-14
Land	3/13/2014	Casing Point Election Letter MP 302 B-19 Well	by and between Fieldwood Energy LLC, GOM Shelf LLC and Apache Shelf Exploration LLC: Proposal to run casing and election by Apache
Land	3/13/2014	Contract Operations Agreement	Pursuant to change in operatorship per that PSA btw SandRidge and Black Elk
Land	3/24/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/24/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/28/2014	Prospect Proposal	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood
Land	3/28/2014	Prospect Proposal	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood
Land	4/1/2014	FO	Farmout Agreement: OCS-G 13576; East Cameron Block 71 (Limited to the NE/4 of the block and a Contract Area created to include the Farmout Area and EC 58 S/2)
Land	4/16/2014	Settltment Agreement and Release	Settlement Agreement and Release - SS 198/VR 369/VR 408/ SP 8/13
Land	4/23/2014	Letters of No Objection	Letters of No Objection, Lease & Pipeline Crossings: Applies to ST 276, 296 & 311, includes indemnification
Land	4/28/2014	Letter Agreement	Letter Agreement, dated April 28, 2014, between Chevron U.S.A. Inc. and Samson Contour Energy E&P, LLC, regarding Main Pass 77 Oil Imbalance Claim
Land	5/2/2014	Letter Agreement Well Proposal	Set forth the agreement between Apache Shelf and Fieldwood for the drilling of the EI 126 A-5 well
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC, NW Pipeline, Inc. and Northwestern Mutual Life Ins. Co:HIPS 13-III
LAND	6/1/2014	Memorandum of OA and Financing Statement	Heron Prospect MOA amd. No.2 6-1-14
Land	7/2/2014	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Castex Offshore, Inc. : Fieldwood Divestiture of HI 116 Platform and pipelines
Land	7/21/2014	Contract Operation Agreement	Castex is named as operator of HI 167 Platform

Land	8/7/2014	Recompletion Proposal Election	MP 259 A-7 Recompletion Proposal Election: McMoRan elects not to participate in A-7 well to Tex W-5 Sand
Land	8/15/2014	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and W & T Offshore, Inc. : Assignment of interest in HI 129#16 well
Land	8/15/2014	Letter Agreement	by and between Fieldwood Energy LLC and W & T Offshore, Inc. : RE: High Island 129 No. 12 Well Assignment
Land	10/1/2014	Divestiture	by and between Fieldwood Energy Offshore LLC, Renaissance Offshore LLC and Apache Corporation: Assignment of Contractual interest Main Pass 76 SL 13287 #1 Well
Land	10/15/2014	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Prime Offshore L.L.C., Tammany Oil and Gas LLC and Castex Offshore, Inc.
Land	11/5/2014	Request for extneion of Timely Operations	MP 259 A-7 Recompletion Request for extneion of Timely Operations: Request timely operations extension for propoeed A-7 well
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC UNOCAL, and Chevron U.S.A. Inc. : GOM NOJV - Grand Isle/West Delta etc.
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc.: Hickory Unit - GI 110/116
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Japex (U.S.) Corp.: WD 90 & WD 103
LAND	1/13/2015	Letter Agreement	Heron Prospect (MP 295) Letter Agmt 1-13-15
Land	4/1/2015	Assignment of Operating Rights Interest in Oil & Gas Lease	by and between Fieldwood Energy Offshore LLC, Peregrine Oil & Gas, LLC RTR Fund I, L.P., and Hall-Houston Exploration II, L.P.: Assignment of Operating Rights Interest in Oil & Gas Lease - GA 151 Operating Rights
LAND	4/1/2015	Gas Dedication and Gathering Agreement	ST 311 Gas Dedication and Gathering Agreement eff 04012015
LAND	4/1/2015	Liquids Separation, Handling, Stabilization and Redelivery Agreement	ST 311 Liquids Separation, Handling, Stabilization and Redeliv Agreement eff 04012015
LAND	4/1/2015	Liquids Transportation Agreement	ST 311 Liquids Transportation Agreement eff 04012015
Land	4/2/2015	Consent to Disclose Confidential Information	by and between Filedwood Energy LLC, Bandon Oil and Gas, LP and Chevron U.S.A. Inc.: VK 252 Unit Area
Land	4/30/2015	Settlement Agreement and Release	by and between Fieldwood Energy Offshore LLC, Black Elk Energy Offshore Operations LLC and Northstar Offshore Group, LLC:
Land	5/1/2015	Divestiture	by and between Fieldwood Energy LLC and Discovery Producer Services LLC: ST 311 Pipeline Divestiture
Land	5/14/2015	Second Amendment to the Participation Agreement	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Second Amendment to the Participation Agreement OCS-G0786, South Marsh Island Area, Block 48 Offshore Federal Waters
Land	6/15/2015	Election and Designation of Successor Operator Letter	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Wichita Partnership, Ltd., W & T Energy VI, LLC and W&T Offshore, L.L.C.: In furtherance of April 14, 2015 letter Areana earned assignment from Chevron Chevron to resign as operator
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/29/2015	Settlement	by and between Fieldwood Energy LLC and Discovery Producer Services LLC: ST 311 Pipeline Divestiture
Land	6/30/2015	Consent to Assign	Consent to Assign ROW - Martin O. Miller II, LLC Sec. 11, T15S-R6W Cameron Parish LA
Land	7/1/2015	Settltment Agreement and Release	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI Petroleum US LLC and ENI US Operating Co. Inc.: SS 249 D-S RIG Incident
LAND	7/2/2015	Bill of Sale, Assignment and Assumption Agreement	By and between Walter Oil & Gas Corporation, Castex Offshore, Inc., Fieldwood Energy LLC and Apache Shelf Exploration LLC as "Seller" and Discovery Producer Services LLC as "Buyer"
LAND	7/10/2015	Termination of Farmout Agreement	MP 295 9-18-2012 Farmout Termination Ltr dtd 7-10-15
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc. : MP 77, 78 and VK 251, 252, 340 Fields
Land	8/3/2015	Release and Settlement Agreement	Release and Settlement Agreement by and between Fieldwood Energy Offshore and Browning Offshore Partners, Inc.
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/9/2015	Supplemental Bonding Agreement	by and between Fieldwood Energy LLC, SEO A LLC, Stone Energy Corporation and Stone Energy Offshore, L.L.C.: Fieldwood will apply own Supp Bonding
Land	9/9/2015	Transmittal of Supplemental Bonding	by and between Fieldwood Energy LLC and Stone Energy Corporation: Stone acknowledgement of receipt of Bond
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/17/2015	Election and Designation of Successor Operator Letter	In furtherance of April 14, 2015 and June 15, 2015 letters, Areana earned assignment from Chevron Chevron to resign as operator, clarifying Working Interests, etc.
Land	10/15/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC and Fairways Offshore Exploration, Inc. : Release and Settlement Agreement
Land	10/19/2015	Contract Operations Agreement	by and between Fieldwood Energy LLC and Helis Oil and Gas Company L.L.C.: Contract Operations Agreement #18 Helis well
Land	11/19/2015	Production Handling Agreement SM10	PHA between Fieldwood and Byron for Byron's SM 6 production
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc, and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	2/2/2016	Correction Assignment	by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.: Correction Assignment of Operating Rights EI 353
Land	2/22/2016	Withdrawal Election	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Hall-Houston Exploration IV, L.P. and GOM Offshore Exploration I, LLC: Hall Houston withdrawal Election
Land	3/1/2016	Ratification and Amendment to Farmout Agreement	by and between Fieldwood Energy LLC, Walter Oil and Gas Corporation and Cairn Energy USA: Ratify and amend that certain Farmout dated 12/31/1984
Land	3/2/2016	Withdrawal Agreement	by and between Fieldwood Energy LLC and Hall-Houston Exploration IV, L.P.: Hall Houston withdrawal Agreement

Land	3/11/2016	Waiver of Confidentiality and Consent to Disclose	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: applies to HIE 129 and ST 229
Land	4/13/2016	Recommendation to Add Compression Services	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil and Gas II, LLC and Castex Offshore, Inc.: Requests change to compression standards in that certain Processing & Contract Operating Services Agreement dated 07/01/2011
Land	4/25/2016	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Peregrine Oil & Gas, LP and Peregrine Oil & Gas II, LLC: Release and Settlement Agreement
Land	5/31/2016	Election to Continue or Cease Compression Services	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil & Gas II, LLC and Castex Offshore, Inc.: increases to continue compression services past original test period
Land	6/29/2016	Election to elect out of Badger Tax Partnership	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil & Gas II, LLC and Castex Offshore, Inc.:
Land	7/1/2016	Acquisition	by and between Fieldwood Energy LLC and Monforte Exploration, LLC: 3% ORRI SM 48 E wells
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and All Aboard Development Corporation: Assignment All Aboard to Fieldwood
Land	7/8/2016	Letter Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Fieldwood's response to W&T Letter Agreement - HI 129 #16 Well - Final Agreement
Land	7/21/2016	Contract Operations Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Contract Operating Agreement eff. 7-21-16
Land	7/21/2016	Contract Operations Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Contract Operating Agreement - #16 well
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/25/2016	Amendment and Ratification of Production Handling Agreement	by and between Fieldwood Energy LLC, CL&F Resources, L.P., Houston Energy LP., Helis Oil and Gas Company LLC and W&T Offshore, Inc.: Amendment and Ratification of Production Handling Agreement (High Island, East Addition Block 129)
Land	9/13/2016	Agreement for Payment of Insurance Charges	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Fieldwood agrees to pay Monforte's insurance charges
Land	10/1/2016	ABOS	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC:
Land	11/9/2016	Confidentiality Agreement	Confidentiality Agreement: BY AND BETWEEN FIELDWOOD ENERGY LLC AND LLOG EXPLORATION OFFSHORE, L.L.C.
Land	11/21/2016	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC: Offer to Purchase GS E & R America Offshore, LLC's interest in GI 94, SS 79, VR 332 and WD 34
Land	12/14/2016	Surrender of Interest Agreement	by and between Fieldwood Energy LLC and All Aboard Development Corporation: All Aboard Development Corp. surrender of interest
Land	1/1/2017	Acquisition	by and between Fieldwood Energy Offshore LLC and GOM Offshore Exploration I, LLC: SS 176 Lease, Well and facilities
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/27/2017	Offshore Tie-in Agreement	by and between Fieldwood Energy Offshore LLC, Fieldwood Energy LLC and Amberjack Pipeline Company LLC: Consent of PSA between Empire and Amberjack subject to addendum
Land	3/30/2017	Letter of No Objection	Fieldwood agreed to COX request/letter of no objection to allow cox to produce its EI 64# 9 well. Fieldwood is the operator of SW/4 of EI 53
Land	6/8/2017	Bill of Sale and Assumption Agreement	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.: Manta Ray sells to Fieldwood pursuant to reverse of gas flow in ST 295 block to direct flow of gas to ST 292 Platform
Land	6/8/2017	Interconnection and Measurement Agreement	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.: Fieldwood desires to connect with Manta Ray's ST 292 platform and piping, etc.
Land	6/8/2017	Lease of Offshore Platform Space - ST 292 Platform	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.:
Land	7/28/2017	Indemnity and Release Agreement	by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.: Chevron sold to Cantium and needed DOO from Fieldwood, Fieldwood required this Agreement to allow DOO

Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
LAND	9/15/2017	Memorandum of OA and Financing Statement	ST 311 320 UCC Mortgage and Conveyance
LAND	9/15/2017	Offshore Operating Agreement	ST 311-320 JDA Offshore Operating Agreement dtd 9-15-17, as amended
LAND	9/15/2017	Participation Agreement	ST 311-320 JDA Participation Agreement dtd 9-15-17
Land	9/19/2017	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC: Offer to Purchase SCL Resources, LLC'S Interest in GI 94, SS 79, VR 332 and WD 34
Land	11/7/2017	Modification to PHA	Enhancement and modification to test separator MBD -4010 at HI 547 B Platform - PHA Agreement dated May 8, 1998
Land	4/6/2018	Notification of Withdrawal - WC 269	Withdrawal Election
Land	4/17/2018	Amendment	by and between Fieldwood Energy LLC and Arena Energy, LP: Amendment to Production Handling Service Agreement dated May 8, 1988
Land	5/1/2018	Assignment Conveyance and Bill of Sale	By and between Fieldwood Energy LLC, Peregrine Oil & Gas II, LLC and Castex Offshore, Inc. as "Assignor" and Northstar Offshore Ventures LLC as "Assignee"
Land	5/15/2018	Divestiture	Divestiture of Interests in Mustang Island to TR Offshore. L.L.C.
Land	6/1/2018	Property Exchange Agreement	Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) El Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
Land	6/14/2018	Performance Bond	Sanare Energy Partners, LLC is the new principal replacing Northstar Offshore Ventures LLC
Land	7/11/2018	Assignment of Operating Interest	Assignment of Operatrng Rights Interest from Apache to Fieldwood and GOM Shelf
Land	7/23/2018	Amendment to Property Exchange Agreement	Amendment to Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) El Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
Land	8/1/2018	Acquisition	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech's Interest in the SS 271 Unit (SS 247,248,249)
Land	8/1/2018	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdraws from SS 271 Unit
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/8/2018	Take Over Election Letter Agreement	In accordance with certain Farmout Agreements dated 12/17/2002, 05/19/2003 and 02/13/2004, Fieldwood elects to decline
Land	8/13/2018	Confidentiality Agreement	Confidentiality Agreement: GOM SHELF - DEEPWATER PROPERTIES
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	10/1/2018	Acquisition	Assignment of Hall-Houston overriding royalty interest in SS 176
Land	10/18/2018	Abandonment Agreement	pursuant to that certain PHA for MC 496 produced at SP B Platform dated 11/1/2002
Land	12/4/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Byron Energy Inc.
Land	12/10/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Exxon Mobil Corporation
Land	12/20/2018	Letter of Intent	by and between Fieldwood Energy LLC and TR Offshore. L.L.C.: Contemplation of Contract Operating Agreement, Transportation Agreement
Land	2/4/2019	Termination of Exchange Agreement	Termination of Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) El Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
LAND	2/22/2019	Exploration Agreement Letter	APA - EXXI MP 295 Side Ltr Agrmnt dtd 2-22-13
Land	3/5/2019	Relinquishment	by and between GOM Shelf LLC and Arena Energy, LP: Relinquishment of OCS G0978
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and ANKOR
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Sa nare
Land	4/1/2019	PHA Amendment	First Amendment to that certain Production Handling Agreement, dated September 1, 2009 - Eugene Island 224 "A" Platform - Federal Offshore Louisiana
Land	5/1/2019	Confidentiality Agreement	Confidentiality Agreement: BY AND BETWEEN FIELDWOOD ENERGY LLC AND CIBCO RESOURCES, LLC
Land	5/16/2019	Letter Agreement	by and between Fieldwood Energy LLC and Panther Pipeline, LLC: Letter Agreement Matagorda Operating Agreement MI 518/519 with regard to natural gas pipeline work.
Land	6/10/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and TRANSCONTINENTAL GAS PIPELINE COMPANY: Confidentiality Agreement:
Land	7/25/2019	Letter Agreement OCS-G 14535 JB1ST2 Well	Pursuant to that certain Farmout dated 12/17/2002. Reassignment to Arena and P&A liability
LAND	7/25/2019	Exploration Agreement	Exploration Venture Agreement by and between Fieldwood Energy LLC and Juneau Oil & Gas LLC (terminated 6-23-20)
Land	11/5/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and W&T OFFSHORE, INC: Confidentiality Agreement:
LAND	11/5/2019	Transfer Notice	
Land	11/8/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and PROMETHEAN ENERGY CORPORATION: Confidentiality Agreement:
Land	11/8/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and ROC OIL PTY LTD: Confidentiality Agreement:
Land	11/12/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and CASTEX ENERGY, INC: Confidentiality Agreement:
Land	11/14/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and COX OIL OFFSHORE, LLC: Confidentiality Agreement:
Land	11/21/2019	Withdrawal Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: W&T Withdrawal from EC 2 SL 18121 - W&T did not prepay abandonment
Land	11/21/2019	Letter Agreement	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Talos Energy Offshore LLC
Land	11/21/2019	Letter Agreement	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Renaissance Offshore LLC
Land	12/10/2019	Non-Consent	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: W&T Non-consent lease saving operation on EC 2 SL 18121 for failure to respond to lease number FW194042
Land	12/12/2019	Purchase of Pipeline ROW OCS-G 14731 Seg. No. 10406	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: SS 274 A Platform to EI 259 A Platform
Land	1/22/2020	Confidentiality Agreement	by and between Fieldwood Energy LLC and WERRUS AQUAMARINE, LLC: Confidentiality Agreement:
Land	1/27/2020	Acquisition	by and between Fieldwood Energy LLC, Castex Offshore, Inc., GOME 12711 LLC and Dorado Deep GP, LLC : Assignment of Interest in MP 275 A-3 Well
Land	3/2/2020	Confidentiality Agreement	Confidentiality Agreement BY AND BETWEEN FIELDWOOD ENERGY LLC AND ODYSSEY PIPELINE LLC = MP 289 "C" PF
Land	3/4/2020	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Arena Energy

Land	01/01/1994, 04/08/1994	Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")
Land	12/31/2013	First Amendment to the Participation Agreement	First Amendment to the Participation Agreement OCS-G0786, South Marsh Island Area, Block 48 Offshore Federal Waters
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	8/1/2015	Cheetah Pipeline Throughput Capacity	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC
Pipeline Transport	8/1/2015	Cheetah Pipeline Throughput Capacity	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC
Pipeline Transport	11/12/2013	THROUGHPUT CAPACITY LEASE AND TIE IN AGREEMENT	Capacity Agreement by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and Apache Shelf Exploration LLC and Apache Shelf Exploration LLC
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Pipeline Transport	2/2/1996	GATHERING AGREEMENT	Gathering Agreement by and between Fieldwood and CMA Pipeline and CMA Pipeline
Pipeline Transport	9/30/2015	AMENDMENT TO GATHERING AGREEMENT	Gathering Agreement by and between Fieldwood and CMPA PIPELINE PARTNERSHIP, LLC and CMPA PIPELINE PARTNERSHIP, LLC
PHA SS182/SS170	5/1/2013	PRODUCTION HANDLING AGMT	PHA by and between Fieldwood and BOIS D'ARC EXPLORATION, LLC and BOIS D'ARC EXPLORATION, LLC
PHA EI316A/EI 315C	7/14/2008	PRODUCTION HANDLING AGMT	PHA EI 3316A/EI 315C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC
PHA for EB165A/EB430	9/30/2004	PRODUCTION HANDLING AGMT	PHA for EB165A/EB430 by and between Fieldwood and WALTER OIL & GAS CORPORATION and WALTER OIL & GAS CORPORATION
PHA for SP108/ST72	12/1/2014	PRODUCTION HANDLING AGMT	PHA for SP108/ST72 by and between Fieldwood and WALTER OIL & GAS CORPORATION and WALTER OIL & GAS CORPORATION
PHA GI 116A/ST 229	6/1/2005	PRODUCTION HANDLING AGMT	PHA for GI 116A/ST229 by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
PHA SS178A/SS177#7A-4ST	8/25/1998	PRODUCTION HANDLING AGMT	PHA SS178A/SS177#7A-4ST by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
PHA MP 310A/MP 315	11/30/2015	PRODUCTION HANDLING AGMT	PHA MP 310A/MP315 by and between Fieldwood and TALOS ENERGY OFFSHORE, LLC and TALOS ENERGY OFFSHORE, LLC
PHA MP 310A/MP 315	11/30/2015	PRODUCTION HANDLING AGMT	PHA MP 310A/MP315 by and between Fieldwood and HE&D OFFSHORE LP and HE&D OFFSHORE LP
Service Agreements	4/1/2009	SERVICE CONTRACT	Allocation of quality bank by and between Fieldwood and Allocation Specialists, LLC and Allocation Specialists, LLC
LEASE OF PLATFORM SPACE	2/1/1990	Access and Right of Use Agreement 3/1/2020 - 2/28/2021	A-LOPS-WD075 by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	10/10/1984	Platform Space Rental Agreement SMI 268A Platform 10/01/2020 - 11/30/2021	A-LOPS- SM268A by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	11/29/2009	Amendment to Lease of Platform Space Agreement Main Pass 289 C8/1/2020 - 7/31/2021(Horn Mountain)	A-LOPS-MP289C(Horn Mountain) by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC
LEASE OF PLATFORM SPACE	7/12/2016	Marathon Pipeline Facilities Exxon's vermilion Block 265 Platform A	A-LOPS-AccessSvc by and between Fieldwood and East Cameron Gathering LLC and East Cameron Gathering LLC
LEASE OF PLATFORM SPACE	4/15/1988	Amendment of SMI Gathering System (Vermillion Block 265 Platform) Access and Services Agreement 1/1/2020- 12/31/2020	Annual LOPS-VR 265 P/F-A-DRL by and between Fieldwood and Crimson Gulf Accounts Payable and Crimson Gulf Accounts Payable
LEASE OF PLATFORM SPACE	8/1/1996	Lease of Platform Space 5/1/2020 - 4/30/2021	ALOPS-ODYSEY by and between Fieldwood and Shell Pipeline Company LP and Shell Pipeline Company LP
LEASE OF PLATFORM SPACE	11/1/2001	Lease of Platform Space 11/1/2020 - 10/30/2021	A-LOPS-SM128SA2 by and between Fieldwood and Shell Pipeline Company LP and Shell Pipeline Company LP
LEASE OF PLATFORM SPACE	4/27/1977	FIRST AMENDMENT AND RATIFICATION TO TIE-IN SERVICE AGREEMENT 04/01/2020-3/31/2021	A-LOPS-MP288-MP289FWE0240 by and between Fieldwood and Stone Energy Corporation and Stone Energy Corporation
LEASE OF PLATFORM SPACE	11/15/1996	Lease of Platform space Agreement	ALOPS-RAM POWELL by and between Fieldwood and Stone Energy Corporation and Stone Energy Corporation
LEASE OF PLATFORM SPACE	10/25/1985	PLATFORM SPACE AGREEMENT 10/25/2020 - 9/24/2021	A-LOPS-SP89B by and between Fieldwood and Texas Eastern Transmission and Texas Eastern Transmission
LEASE OF PLATFORM SPACE	3/1/1980	4/1/2020 - 3/31/2021	A-LOPS-HI179A by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation



LEASE OF PLATFORM SPACE	9/5/1981	Receipt and Measurement Facility LOPS El Block 158 Platform4/1/2020 - 3/31/2021	A-LOPS-EI158B by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	9/15/1981	Receipt and Measurement Facility LOPS El Block 135 "JA" Platform4/1/2020 - 3/31/2021	A-LOPS-EI136JA by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	7/1/1997	Lease of Offshore Platform Space Gas Measurement Facility, Pipeline Rise, Liquids Scrubber Facility	A-LOPS-SM128 by and between Fieldwood and Trunkline Gas Company LLC and Trunkline Gas Company LLC
LEASE OF PLATFORM SPACE	3/1/1998	3/01/2020 - 2/28/2021	A-LOPS-SS354A by and between Fieldwood and Williams Field Services and Williams Field Services
LEASE OF PLATFORM SPACE	11/29/2001	03/01/2020 - 02/28/2021	A-LOPS- MP289C by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
LEASE OF PLATFORM SPACE	11/29/2001	LEASE OF PLATFORM SPACE	ANA103-LOPS (Horn Mountain Monthly) by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC
LEASE OF PLATFORM SPACE	12/21/2002	PLATFORM OPERATIONS AGMT	ARE101-LOPS - PL25 by and between Fieldwood and ARENA OFFSHORE LP and ARENA OFFSHORE LP
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BRI116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BRI116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BRI116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BRI116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2018	SERVICES CONTRACT	EAS101 VR265ADRL by and between Fieldwood and EAST CAMERON GATHERING LLC and EAST CAMERON GATHERING LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	4/28/2009	LEASE OF PLATFORM SPACE	ROT101-LOPS El 189P/F B by and between Fieldwood and Rotocraft Leasing Company, LLC and Rotocraft Leasing Company, LLC
LEASE OF PLATFORM SPACE	4/28/2009	LEASE OF PLATFORM SPACE	ROT101-LOPS MATAGORDA ISLAND 622C by and between Fieldwood and Rotocraft Leasing Company, LLC and Rotocraft Leasing Company, LLC
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-1 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-2 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-3 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-4 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-5 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-6 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-7 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-8 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-9 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-13 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-17 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-18 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-14 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-16 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-20 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-24 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-25 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-26 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	4/15/1968	LEASE OF PLATFORM SPACE	KIN129-LOPS by and between Fieldwood and KINETICA DEEPWATER EXPRESS, LLC and KINETICA DEEPWATER EXPRESS, LLC
LEASE OF PLATFORM SPACE	6/14/2000	FACILITIES OPERATING AND MAINTENANCE AGMT	WIL174 OP&MN FEE-VK251A by and between Fieldwood and WILLIAMS FIELD SERVICES and WILLIAMS FIELD SERVICES
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PL009-PL010B by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PL009-PL010B by and between Fieldwood and RIDGEWOOD ENERGY CORPORATION and RIDGEWOOD ENERGY CORPORATION
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PL009-PL010B by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and C/O FAIRFIELD-MAXWELL LTD and C/O FAIRFIELD-MAXWELL LTD
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and HILCORP ENERGY 1 LP and HILCORP ENERGY 1 LP
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC

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Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT-PTR Transport	Searobin Pipeline - sandridge /Dynamic IT transport by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT-Retrograde Transport	SearobinWest Pipeline - sandridge /Dynamic IT Retrograde by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	4/1/2015	FT-2 Discount Letter Agreement	Discovery Gas FT2 Discount letter by and between Fieldwood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission
Marketing Gas - Gathering and Dedication	4/1/2015	Gas Dedication and Gathering Agreement	Discovery Gas Gathering and Gas Dedication by and between Fieldwood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2017	IT-Transport- Discount Letter	Searobin East - Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-Transport- Discount Letter	Searobin East - Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-PTR Transport	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-PTR Transport	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport- Discount Letter	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport- Discount Letter	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas-Transport	12/17/1997	FT - Transport	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Transport	8/13/1997	Precedent Agreement for Transportation of Gas and Non-Jurisdictional Services	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Transport	12/15/1997	Reserve Commitment Agreement	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Gathering	4/1/2003	IT Transport	GC 45, WD 41 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Marketing Gas-Gathering	11/1/2010	IT Transport	Venice Gathering, Max Rate,WD 41 Effective date 11/1/2010 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Marketing Gas-Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	9/10/1990	Gas Gathering Agreement	Gathering Agreement - Discount for BA 491 by and between Fieldwood Energy LLC and WFS and WFS
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	les the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	les the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	les the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and

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Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	10/1/1982	Construction, Ownership and Operating Agreement	Governs the Ownership and Operations of the Facility. The Facility is co-owned by two groups, Owners and Producers. Facility assets are owned in three different classes: either solely owned by Owners, co-owned by Owners and Producers or solely owned by Pr by and between Fieldwood Energy LLC and Kinetica Partners LLC and Kinetica Partners LLC
Ownership Agreement	12/2/1985	Ownership Agreement for the Producers' Facility Sabine Pass, as amended	Governs the Ownership and Operations of the Producers' Facility. The Producers' Facility consists of assets owned by Producers, as well as those assets co-owned by the Producers and Owners. Fieldwood, as the designated Producers' Representative, represents th by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stinray by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC

Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Contribution Ageement (LLC formation)	11/2/2010	Contribution Agreement	SP 49 Pipeline LLC (the "Entity"), an limited liability company, was formed on November 2, 2010 by Apache GOM Pipeline, Inc, (succeeded by FW GOM Pipeline, Inc), Energy XXI GOM LLC, and Stone Energy Offshore, LLC (succeeded by Talos Resources LLC). The e by and between Fieldwood Energy LLC and Talos Resources LLC and Energy XXI GOM, LLC and Talos Resources LLC and Energy XXI GOM, LLC
Operating Agreement	11/2/2010	Operating Agreement South Pass Block 49 & Southwest Pass 24 Pipeline System	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as admintistative functios such as paying expenses and maintaing records by and between Fieldwood Energy LLC and and
Operating Agreement	11/2/2010	Operating Agreement South Pass Block 49 & Southwest Pass 24 Pipeline System	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as admintistative functios such as paying expenses and maintaing records by and between Fieldwood Energy LLC and and
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
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Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Construction and Operating Agreement	10/22/1976	Agreement for the Construction and Operation of the Blue Water Gas Plant Acadia Parish, Louisiana	Processing of Owners' gas all in accordance with agreements by and between Fieldwood Energy LLC and EnLink Midstream Operating, LP and EnLink Midstream Operating, LP
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
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Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company



Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
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Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Oil Purchase and Sale Agreement/Transport	12/23/1995	Oil Purchase and Sale Agreement Between Anadarko Petroleum Corporation and Texaco Trading and Transportation INC (now Poseidon Oil Pipeline Company LLC)	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC

Oil Gathering Agreement	6/1/2003	Oil Gathering Agreement Between Westport Resources Corporation Noble Energy Inc M	Crude Oil Transport. by and between Fieldwood Energy LLC and Manta Ray Gathering Co.,LLC and Manta Ray Gathering Co.,LLC
Oil Purchase and Sale Agreement/Transport	7/15/2003	Oil Purchase and Sale Agreement Between Westport Resources Corporation Mariner Energy Inc Noble Energy Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Purchase and Sale Agreement/Transport	4/10/2012	Oil Purchase and Sale Agreement Between Apache Shelf Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Pipeline Connection Agreeet	7/23/2020	ST 53/67 Connection Agreement ST 52 "A" Topsides Work-Connecting Fieldwood Energy LLC Pipeline Segment No 5890 to Rosefield Pipeline System 10" Pipeline	Connection Agreement by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Pipeline Connection Agreeet	7/23/2020	ST 53/67 Connection Agreement ST 52 "A" Topsides Work-Connecting Fieldwood Energy LLC Pipeline Segment No 5890 to Rosefield Pipeline System 10" Pipeline	Connection Agreement by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoRan Oil & Gas LLC and McMoRan Oil & Gas LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoRan Oil & Gas LLC and McMoRan Oil & Gas LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Liquids Transportation Agreement	4/1/2015	Liquids Transportation Agreement (ST 311 "Megalodon") By and Among Discovery Gas Transmission LLC and Fieldwood Energy LLC	Liquids Transportation Agreement by and between Fieldwood Energy LLC and Discovery Gas Transmission LLC and Discovery Gas Transmission LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC

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MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2018	FEE- GAS PROCESSING AGREEMENT	fee = \$.12 / MMBTU by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2020	NGL BANK - FIRST AMENDED AND RESTATED	NGL BANK - FIRST AMENDED AND RESTATED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Environmental/Govt	6/24/2019	Master Services Contract	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	10/2/2019	Software License Agreement	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	11/19/2018	Master Service Contract	Regulatory
Environmental/Govt	11/1/2013	Master Services Contract	Platform Audits / BSEE Drawings
Environmental/Govt	10/30/2019	Master Client Agreement	Industry Standards, Analytics, and Research / Subscription Service
Environmental/Govt	11/15/2019	Order Form	Industry Standards, Analytics, and Research / Subscription Service
Land	4/1/1981	Unit Agreement No. 14-08-001-20231	Unit Agreement for the C-6/JS Sand, effective April 1,1981, between. Arco Oil and Gas,Company, Getty Oil Company, Cities Service Company, Hamilton Brothers Oil Company, Mobil Oil. Exploration &>. Producing S.E. Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt; Industries, and Prosper Energy Corporation.; Unit No. 891020231
Land	2/26/1996	Exploration Agreement	Hardy Oil & Gas USA, Inc., British-Borneo Exploration, Inc. and Zilkha Energy Company
Land	1/1/1990	Operating Agreement	Operating Agreement effective January 1, 1990
Land	11/26/2019	Settlement Agreement	Settlement and Release Agreement b/b Dominion Oklahoma Texas Exploration and Production, Inc. and Fieldwood Energy LLC
Land	10/1/2003	PSA	By and Between UNOCAL, Pure Resources, L.P., Pure Partners, L.P. and SPN Resources, LLC (Fieldwood SP)
Land	1/1/2000	PSA	by and between Texaco and Northstar
Land	1/1/1991	OA	b/b NW Mutual, Hardy and Unocal
Land	11/2/2020	Letter Agreement	Letter Agreement dated 11-20-2020 but acknowledged and agreed to 12-9-2020 by and between Fieldwood Energy LLC, Arena Offshore, LP and Arena Energy, LLC
Land	4/1/2004	PSA	LLOG and Hunt Petroleum
Land	6/1/2010	PSA	Purchase and Sale Agreement by and between Samson Offshore Company and Samson Contour Energy E&P, LLC ("Sellers") and Dynamic Offshore Resources, LLC; includes EC 345 ORRI
Land	1/1/2012	PSA	PURCHASE AND SALE AGREEMENT DATED MAY 9, 2012 BUT EFFECTIVE JANUARY 1 2012, BY AND AMONG HUNT OIL COMPANY/HUNT CHIEFTAIN DEVELOPMENT, L.P./HUNT OIL COMPANY OF LOUISIANA, INC.,AS SELLER, AND DYNAMIC OFFSHORE RESOURCES, LLC,AS BUYER
Land	1/1/1997	JOA	Joint Operating Agreement, dated effective January 1,1997, between OXY USA Inc., as Operator, Texaco Exploration and Production Inc. and Sun Operating Limited Partnership, for Brazos Block A-133.
Land	9/27/2013	SURFACE RENTAL	SWEET LAKE LAND & OIL CO
Land	4/1/2006	ROW	Frances L. Welch Perry ETAL
Land	4/1/2006	ROW	Charles Nicholson ETAL
Land	4/1/2006	ROW	Frances L. Welch Perry
Land	6/1/2021	SURFACE RENTAL	SHELL PIPELINE
Land	8/6/2019	RUE	USACE RUE DACW29-2-17-73 SP60
Land	8/10/2006	SURFACE RENTAL	MELBA LOU VINCENT TRAHAN ET AL
Land	7/2/2012	WATER BOTTOM	Renewal of term Contract No. 194 with State of LA by and between GOM Shelf LLC State of LA State Land Office
Land	9/18/1975	ROW	ST OF LA ROW 1594
Land	9/2/1992	SURFACE RENTAL	PLAQUEMINE PARISH GOVERNMENT S-92-1 SL#33
Land	10/1/2006	SURFACE RENTAL	CORAL LEE CRAIN BYRD ETAL
Land	10/1/2006	SURFACE RENTAL	JAMES DONALD RICHARD ETAL
Land	12/5/2006	SURFACE RENTAL	BARBARA JEAN RICHARD LEMAIRE
Land	3/5/2012	Withdrawal Agreement	Apache withdraws and assigns its interst in the HI 176 Platform A and Pipeline Segment 8569 to Hoactzin and creates an escrow in the amount of \$594K for abandonment.
Land	9/1/1988	Agreement for Ownership and Operation of Platform and Facilities	Agreement for ownership and operation of Platform and Facilities
Land	12/16/2020	Agmt Extension	Offshore Facilities Boarding, Release and Idmenification Agreement for SS 91 A &B platforms by and between Louisiana State University and Fieldwood Energy LLC extended 12-16-2020 through 12-15-2021
Land	11/8/2012	OOA	Attached to and made part of that certain Participation Agreement dated November 8, 2012 by and between Apache Corporation and Monforte Exploration LLC
Land	11/8/2012	Participation Agmt	Participation Agreement dated November 8, 2012 by and between Apache Corporation and Monforte Exploration LLC
Land	4/1/2008	Ratification and Amendment	Ratification of SM 44 "C"- SM 40"JA" PHA for SM 40 C-2/C2D Well
Land	3/8/2007	Participation Agmt	Participation Agreement as Amended
Land	1/4/2007	Farmout Agreement	Farmout Agreement
Land	1/4/2007	OA	Operating Agreement as Amended
Land	2/8/2006	Letter Agreement	SS 204 A365T1 Non-Consent 500% Penalty
Land	10/25/2005	Farmout Agreement	Farmout Agreement, as amended: EI 312 with Devon
Land	10/25/2005	Participation Agmt	EI 311/312 includes JOA with EPL
Land	3/29/2005	AMI	Area of Mutual Interest - EI 312 N/2
Land	7/7/2015	Preferential Right to Purchase Election Letter	Preferential Right to Purchase Election Letter by and between Fieldwood Energy Offshore LLC and Apache Shelf Exploration LLC : Waiver of pref relevant to Black Elk's Interest
Land	10/1/2004	Assignment of Operating Rights	Assignment of Operating Rights by and between Anadarko Petroleum Corporation and Apache Corporation : All block 110 GI from 13,000' to 50,000'
Land	10/1/2004	Assignment of Record Title	Assignment of Record Title by and between Anadarko Petroleum Corporation and Apache Corporation : All block 110 GI



Land	1/1/2015	Assignment	Assignment by and between Anadarko Petroleum Corporation and Fieldwood Energy LLC : Operating Rights Assignment all block GI 110 from 13,000' and below (beyond original 50,000 and to clean up BOEM records)
Land	9/29/2010	Agreement Regarding P&A Obligations	Agreement Regarding P&A Obligations by and between Nippon Oil Exploration U.S.A. Limited and Black Elk Energy Offshore Operations, LLC; Apache Corporation : Pursuant to Nippon sale to black elk
Land	1/1/1998	Exploration Program Agreement	Exploration Program Agreement by and between Shell Offshore Inc. and Ocean Energy Inc. : Exploration Program Agreement Shell ID prospects Ocean to Participate
Land	3/7/2005	Termination of Exploration Program Agreement	Termination of Exploration Program Agreement by and between Shell Offshore Inc. and Devon Louisiana Corporation; Apache Corporation : Termination of 01/01/1998 Exploration Program Agreement
Land	3/1/1998	Assignment of Operating Rights	Assignment of Operating Rights by and between Amoco Production Company and Anadarko Petroleum Corporation; Shell Offshore Inc. : All GI 110 13,000' and below
Land	3/1/1998	Assignment of Operating Rights	Assignment of Operating Rights by and between CNG Producing Company and Anadarko Petroleum Corporation; Shell Offshore Inc. : All GI 110 13,000' and below
Land	3/1/1998	Ratification and Joinder	Ratification and Joinder by and between OEI & SOI
Land	7/11/2012	Letter Agreement Pursuant to Operating and Processing Agreement dated 06/13/1996	Letter Agreement Pursuant to Operating and Processing Agreement dated 06/13/1996 by and between W&T Offshore, Inc. and Dynamic Offshore Resources, LLC
Land	5/20/2003	Letter Agreement Pursuant to Operating and Processing Agreement dated 06/13/1996	Letter Agreement Pursuant to Operating and Processing Agreement dated 06/13/1996 by and between Kerr McGee Oil & Gas Corporation and Gryphon Exploration Company : Depth Severance, Etc.
Land	8/1/2011	Assignment and Bill of Sale	Assignment and Bill of Sale by and between Apache Shelf, Inc. and Dynamic Offshore Resources, LLC : RT and OP Assignment
Land	8/1/2011	Purchase and Sale Agreement	Purchase and Sale Agreement by and between Dynamic Offshore Resources, LLC and Apache Shelf, Inc. : Purchase and Sale Agreement
Land	8/1/2011	Assignment and Bill of Sale	Assignment and Bill of Sale by and between Dynamic Offshore Resources, LLC and Apache Shelf, Inc. : Assignment and Bill of Sale
Land	9/22/2003	Assignment of Override	Assignment of Override by and between Gryphon Exploration Company and Cabot Oil & Gas Corporation : Assignment of Overriding Royalty
Land	8/1/2006	General Conveyance	General Conveyance by and between Cabot Oil & Gas Corporation and Phoenix Exploration Company LP : Conveys ORRI SS 301 Etc.
Land	5/1/2011	Assignment and Bill of Sale	Assignment and Bill of Sale by and between Gryphon Exploration Company and Dynamic Offshore Resources, LLC : SS 301 Etc.
Land	5/22/2003	Ratification of Operating and Processing Agreement	Ratification of Operating and Processing Agreement by and between Kerr McGee Oil & Gas Corporation and Gryphon Exploration Company : Ratifies Operating Agreement effective 04/01/1996
Land	12/1/2010	Assignment and Bill of Sale	Assignment and Bill of Sale by and between Exxon Mobil Corporation and Energy XXI GOM, LLC :
Land	9/13/1991	Letter Agreement	Letter Agreement by and between Atlantic Ritchfield Company and Exxon Corporation :
Land	4/9/2008	Letter Agreement	Letter Agreement by and between Exxon Mobil Corporation and Apache Corporation : Exxon Mobil grants extension to well commencement per Amendment to Letter Agreement dated 09/10/1991
Land	12/11/2007	Letter Agreement	Letter Agreement by and between Exxon Mobil Corporation and Apache Corporation : Amendment to Letter Agreement 10/24/2006
Land	7/1/1992	Well Completion Agreement	Well Completion Agreement by and between Atlantic Ritchfield Company and Samedan Oil Corporation : ST 68 001 Well
Land	10/4/1956	ST 54 Unit Agreement, as amended and/or expanded	ST 54 Unit Agreement, as amended and/or expanded by and between Department of the Interior and Humble Oil & Refining Company : ST 54 Unit which includes St 67 (as amended by those certain letter Agreements, etc.)
Land	10/1/2002	First Amendment to Orion (MC 110) Platform Access, Operating Services and Production Handling Agreement	First Amendment to Orion (MC 110) Platform Access, Operating Services and Production Handling Agreement by and between BP Exploration & Production Inc.; Stone Energy Corporation and Shell Offshore Inc.; Stone Energy Corporation; Ocean Energy, Inc.; Devon SFS Operating, Inc. : Desire to install gas lift system on Amberjack Platform
Land	2/11/1993	Letter Agreement	Letter Agreement by and between Shell Offshore Inc. and BP Exploration & Oil Inc. : btw BP and Shell in Lieu of PHA with Apache, exploration area
Land	8/1/2009	Conveyance and Bill of Sale	Conveyance and Bill of Sale by and between W&T Offshore, Inc. and Black Elk Energy Offshore Operations, LLC : MC 110 ORRI, RT, Etc.
Land	8/1/2004	Assignment of Overriding Royalty Interest	Assignment of Overriding Royalty Interest by and between Westport Oil and Gas Company, LP and Kerr-McGee Oil & Gas Corporation : 0.50% of 8/8ths
Land	7/31/2008	Articles of Merger	Articles of Merger by and between Offshore Shelf LLC and W&T Offshore, Inc. : Pursuant to Plan of Merger
Land	10/1/2005	Assignment of Overriding Royalty Interest	Assignment of Overriding Royalty Interest by and between Kerr-McGee Oil & Gas Corporation and Offshore Shelf LLC : All of Assignors override
Land	3/2/1998	Assignment of Overriding Royalty Interest	Assignment of Overriding Royalty Interest by and between Westport Oil and Gas Company, Inc. and Various Assignees :
Land	8/1/2004	Assignment of Overriding Royalty Interest	Assignment of Overriding Royalty Interest by and between Westport Overriding Royalty LLC and Kerr-McGee Oil & Gas Corporation : 0.15833% of 8/8ths
Land	6/26/2018	Amendment to Property Exchange Letter Agreement dated 06/01/2018	Amendment to Property Exchange Letter Agreement dated 06/01/2018 by and between Fieldwood Energy Offshore LLC and Northstar Offshore Ventures LLC : BS 25 and EI 315
Land	6/19/2014	Consent to Disclose	Consent to Disclose by and between Fieldwood Energy LLC and Tana Exploration Company LLC : BS 25 and other properties
Land	9/15/2003	Operating Agreement	9/15/2003 operating agreement
Land	1/6/2005	Ratification	1/6/2005 ratification of 9/15/2003 operating agreement
Land	2/5/2004	PHA	2/5/2004 production handling agreement (which was amended and ratified by the 8/25/2016 PHA)
Land	4/5/1972	Farmout Agmt	Farmout Agmt by and between Forest Oil Corporation, et al and Peltol Oil Company, et al
Land	5/1/1991	OA	Operating Agreement, as amended by and between Texaco Exploration and Production Inc. and Mobil Oil Exploration & Producing Southeast Inc., et al
Land	9/5/2002	Farmout Agreement	Farmout Agreement by and between Kerr-McGee Oil & Gas Corp. and LLOG Exploration Offshore, Inc.
Land	1/1/2006	PSA	b/b Petrohawk Energy Corporation and Petrohawk Properties, LP as Seller and Northstar GOM, LLC (formerly called Northstar Gulfsands, LLC) as Buyer
Land	8/1/1960	Amendment West Delta-Grand Isle Unit Agreement	Amendment to GI/WD Unit Agmt by and between Continental Oil Company, Et al. Cities Service Production Company
Land	10/1/1969	Amendment	Amends both GI/WD Unit and CATCO Unit by and between Continental Oil Company, Et al. Cities Service Production Company, Et al.
Land	12/19/2007	Letter Agreement	Retention of 2007 AFEs rather than issue 2008 AFEs by and between GOM Shelf LLC Chevron U.S.A. Inc.

Land	8/19/2019	Preferential Right to Purchase Election	Negative Pref election associated with Apache Shelf to Juneau by and between Apache Shelf Exploration LLC Fieldwood Energy Offshore LLC & GOM Shelf LLC
Land	8/19/2019	Consent to Assign Election	Positive consent to assign election associated with Apache Shelf to Juneau by and between Apache Shelf Exploration LLC Fieldwood Energy Offshore LLC & GOM Shelf LLC
Land	11/1/2019	Agreement to the Iron Flea Prospect election not to participate	Agree to prospect area; elects not to acquire GI 46 AMI; elects not to participate, etc. by and between Fieldwood Energy LLC; Fieldwood Energy Offshore LLC; GOM Shelf LLC Juneau Oil & Gas LLC
Land	8/19/2019	Agreement	Terminates Master Use Agreement and JEA by and between Fieldwood Energy LLC; Fieldwood Energy Offshore LLC; GOM Shelf LLC Juneau Oil & Gas LLC
Land	6/30/2019	Assignment and Bill of Sale	Op Rights assignment, etc. by and between Apache Shelf Exploration LLC Juneau Oil & Gas LLC
Land	9/4/2010	Letter Agreement	Transfer interest N1 well and line, etc. by and between Chevron U.S.A. Inc. GOM SHELF LLC
Land	10/25/2013	Consent to Assign Request	Chevron's contingent request to Apache to Fieldwood. by and between Chevron U.S.A. Inc. Apache Corporation; Fieldwood Energy LLC, et al.
Land	11/18/2013	Consent to Assign Request	Chevron granting extension to return date by and between Chevron U.S.A. Inc. Apache Corporation; Fieldwood Energy LLC, et al.
Land	5/17/1999	Farmout Agreement	by and between PennzEnergy Exploration and Production L.L.C. and Avia Energy Corporation
Land	5/18/1999	Participation Agreement	by and between Texaco Exploration and Production Inc. and Avia Energy Corporation
Land	5/18/1999	Operating Agreement	by and between Avia Energy Corporation and Texaco Exploration and Production Inc.
Land	6/15/1999	Venture Agreement	by and between Avia Energy Corporation and Eugene Island 309, L.L.C.
Land	3/19/2003	Operating Agreement	by and between Kerr-McGee Oil & Gas Corp. and LLOG Exploration Offshore, Inc.
Land	11/4/2003	Office of Conservation Order No. 255-R	Louisiana Office of Conservation; Order No. 255-R, 10,200' RA SUA
Land	5/1/2008	Purchase and Sale Agreement	by and between Maritech Resources, Inc., et al and Montforte Exploration L.L.C., et al
Land	3/1/2001	AORT	Assignment of Record Title Northstar Offshore to Northstar Interests
Land	4/1/2004	AORT	Assignment of Record Title Northstar Interests to Northstar Gulfsands
Land	11/1/2005	AORT	Assignment of Record Title Northstar Gulfsands to Gulfsands Petroleum USA
Land	6/1/2011	AORT	Assignment of Record Title Gulfsands Petroleum USA to Dynamic Offshore Resources, LLC
Land	4/23/2013	OA	Amendment and Ratification of OA eff. 4/23/2013 b/b Apache Corporation, GOM Shelf, BDX Exploration, BDX Group, Shoreline Offshore and Tenkay Resources
Land	7/1/2013	JEA & OA	Joint Exploration Agreement dated 9/30/2013 but effective 7/1/2013 b/b Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC, and GOM Shelf; OA attached as Exhibit D
Land	11/1/1972	OA	b/b Gulf Oil Corporation, Mobil Oil Corporation, Pennzoil Offshore Gas Operators, Inc. , and Pennzoil Louisiana and Texas Offshore, Inc. , as amended
Land	10/1/1983	OA	b/b Shell Offshore Inc, and Florida Exploration Company, et al
Land	4/1/1982	OA	b/b Shell Offshore Inc, and Florida Exploration Company, et al
Land	2/1/1999	OA	b/b Apache Corporation and PETSEC Energy Inc.
Land	9/25/1997	OA	b/b Shell Offshore Inc. and Barrett Resources Corporation
Land	2/2/2013	OA	b/b Apache Shelf Exploration LLC, Fieldwood Energy LLC and Energy XXI GOM, LLC as amended
Land	1/28/2021	Settlement Agreement	Release and Settlement Agreement effective January 28, 2021 by and between Fieldwood Energy LLC, Fieldwood SD Offshore LLC, Fieldwood Energy Offshore LLC and Sanare Energy Partners LLC
Land	3/8/2021	Settlement Agreement	Release and Settlement Agreement entered into as of March 8, 2021 by and between Fieldwood Energy LLC and Renaissance Offshore LLC

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Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	In Hand	Qt	Total Value	W%	Net Value
North Warehouse	Fieldwood	54401		WH/B42/S1	LINER: PWR CYL		EA			1	3,975.83	100.0%	3,975.83
North Warehouse	Fieldwood	54402		WH/B42/FLR	PSTN/ROD ASSY: 10-1/2", GMWA, ROD		EA			1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	54403		WH/B42/FLR	PSTN/ROD ASSY: 28", GMWA, ROD		EA			1	21,498.05	100.0%	21,498.05
North Warehouse	Fieldwood	54406		WH/B42/S1	PSTN: 18", PISTON, GMVC 1ST STGE		EA			1	19,676.18	100.0%	19,676.18
North Warehouse	Fieldwood	54407		B3/B3/S2	LINER: 2ND STGE CYL		EA			1	2,542.05	100.0%	2,542.05
North Warehouse	Fieldwood	54408		WH/B41/S2	LINER: GMVC 1ST STGE		EA			1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	54409		WH/B37/FL	HD: 2ND STGE CRNKEND		EA			1	4,372.48	100.0%	4,372.48
North Warehouse	Fieldwood	54411		WH/SE Wall/FLR	CRNKSFT: GMVA/GMVC 12		EA			1	82,650.64	100.0%	82,650.64
North Warehouse	Fieldwood	54412		WH/SE Wall/FLR	CRNKSFT: GMVA/GMVC 12		EA			2	81,082.47	100.0%	81,082.47
North Warehouse	Fieldwood	54419		B3/B3/S2	PMP: GMVA LUBE OIL		EA			1	5,829.98	100.0%	5,829.98
North Warehouse	Fieldwood	54420		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54421		WH/B41/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54422		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	7,703.92	100.0%	7,703.92
North Warehouse	Fieldwood	54445		B3/B3/S2	GEAR: GMVC BLOWER DRV		EA			1	3,352.24	100.0%	3,352.24
North Warehouse	Fieldwood	54447		WH/B42/FLR	PSTN/ROD ASSY: 18", 1ST STGE		EA			1	14,956.39	100.0%	14,956.39
North Warehouse	Fieldwood	54448		WH/B42/S1	LINER: 18", 1ST STGE COMPRSSR		EA			1	1,967.62	100.0%	1,967.62
North Warehouse	Fieldwood	54449		WH/B42/S1	LINER: 15", 2ND STGE COMPRSSR		EA			1	1,785.43	100.0%	1,785.43
North Warehouse	Fieldwood	54450		WH/B41/S2	LINER: 9-3/4", 3RD STGE COMPRSSR		EA			1	1,909.90	100.0%	1,909.90
North Warehouse	Fieldwood	54452		B3/B1/S1	GEAR: GMV3-FB, PARTCO BLOWER W/HUB		EA			1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54456		WH/B42/FLR	PSTN/ROD ASSY: 9-3/4", 3RD STGE		EA			1	2,399.73	100.0%	2,399.73
North Warehouse	Fieldwood	54457		WH/B43/S1	PSTN/ROD ASSY: 9-5/8", GMWA,		EA			1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54458		WH/B43/FLR	PSTN/ROD ASSY: 17-1/4", GMVA-8 1ST S TGE		EA			1	18,636.17	100.0%	18,636.17
North Warehouse	Fieldwood	54460		B3/B2/FLR	ROD: ALL GMV PWR PISTON		EA			2	1,821.87	100.0%	1,821.87
North Warehouse	Fieldwood	54468		B3/B2/S3	PMP: GMVA H2O W/GSKTS		EA			1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	54469		WH/B41/FLR	CRSSHD ASSY: GMVA/VC/VH		EA			1	13,051.81	100.0%	13,051.81
North Warehouse	Fieldwood	54480		WH/B43/FLR	PSTN/ ROD ASSY: 16- 1/4", 2ND STGE,		EA			1	18,408.45	100.0%	18,408.45
North Warehouse	Fieldwood	54481		Bay3/N Wall/FLR	PSTN/ROD ASSY: GMWE PWR,FITS GMWE-12		EA			1	3,223.36	100.0%	3,223.36
North Warehouse	Fieldwood	54486		WH/B43/FLR	PSTN/ROD ASSY: GMWA		EA			1	21,945.24	100.0%	21,945.24
North Warehouse	Fieldwood	56001		WH/B41/S1	BEARING: TLA COMPRSSR RD, BEARING		EA			5	725.83	100.0%	725.83
North Warehouse	Fieldwood	56002		WH/B41/S1	BEARING: TLA MAIN		EA			7	635.76	100.0%	635.76
North Warehouse	Fieldwood	56633		B3/BSB3	KT: RPR CYL, TLA PWR		EA			5	725.10	100.0%	725.10
North Warehouse	Fieldwood	56644		B3/B4/S2	SPRCKT: TLA CRNKSFT		EA			1	6,085.04	100.0%	6,085.04
North Warehouse	Fieldwood	56645		B3/B4/S3	SPRCKT: TLA		EA			1	3,377.74	100.0%	3,377.74
North Warehouse	Fieldwood	56646		B3/B3/S2	SPRCKT: HYD PUMP & DRV		EA			1	2,135.23	100.0%	2,135.23
North Warehouse	Fieldwood	56648		WH/B41/S1	LINE: CYL, TLA 2ND STG		EA			1	7,817.91	100.0%	7,817.91
North Warehouse	Fieldwood	56653		WH/B43/S2, TOP IN BACK	PSTN: TLA 2ND STGE		EA			1	20,689.57	100.0%	20,689.57
North Warehouse	Fieldwood	56654		WH/B44/S1	PSTN: TLA 1ST STGE		EA			1	22,170.79	100.0%	22,170.79
North Warehouse	Fieldwood	56657		B3/B4/FLR	PMP: SHFT, TLA IDLER		EA			1	1,136.85	100.0%	1,136.85
North Warehouse	Fieldwood	56658		B3/B4/S3	PMP: SHFT, TLA DRIVE		EA			1	3,188.27	100.0%	3,188.27
North Warehouse	Fieldwood	56659		B3/B4/S3	PMP: SHFT, TLA WATER PUMP		EA			1	1,789.07	100.0%	1,789.07
North Warehouse	Fieldwood	56663		WH/B41/S2	SHOE: TLA TPE XHD SLIPPER		EA			1	2,514.18	100.0%	2,514.18
North Warehouse	Fieldwood	56695		B3/B4/FLR	NUT: TLA CONNECTING ROD		EA			4	397.17	100.0%	397.17
North Warehouse	Fieldwood	56744		B3/B4/FLR	GEAR: TLA BULL TIMING CNTRL		EA			1	1,898.39	100.0%	1,898.39
North Warehouse	Fieldwood	56746		B3/B4/S3	GEAR: TLA OIL PUMP		EA			2	3,800.42	100.0%	3,800.42
North Warehouse	Fieldwood	56771		B3/B4/FLR	LABYRINTH: TLA TURBINE		EA			1	1,745.35	100.0%	1,745.35
North Warehouse	Fieldwood	56772		B3/B4/FLR	LABYRINTH: TLA		EA			2	626.73	100.0%	626.73
North Warehouse	Fieldwood	56779		B3/B4/FLR	CARRIER: TLA BULL GEAR		EA			3	1,286.24	100.0%	1,286.24
North Warehouse	Fieldwood	56780		B3/B4/FLR	CARRIER: TLA IDLER GEAR		EA			3	1,187.86	100.0%	1,187.86
North Warehouse	Fieldwood	56782		B3/B4/FLR	LINKAGE: TLA LWR/CNTRL		EA			2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56788		B3/B4/FLR	SHFT COMPRSSR: TLA TIMER DR		EA			2	739.68	100.0%	739.68
North Warehouse	Fieldwood	56799		B3/B4/S3	VLV: TLA FUEL		EA			6	2,288.27	100.0%	2,288.27
North Warehouse	Fieldwood	56800		B3/B5/S3	SPRCKT: TLA CRNKSFT		EA			1	6,512.01	100.0%	6,512.01
North Warehouse	Fieldwood	56802		WH/B44/S2	PSTN/ROD ASSY: TLA MATL NO DRAW TYP E		EA			1	9,300.03	100.0%	9,300.03
North Warehouse	Fieldwood	56806		B3/B6/S1	ROD: TLA W/LCKNG STDOS & PN SZ W/RD CAP		EA			1	24,799.27	100.0%	24,799.27
North Warehouse	Fieldwood	56808		B3/B3/S2	WHEEL: TLA TRBN		EA			1	23,760.81	100.0%	23,760.81
North Warehouse	Fieldwood	56809		WH/B30/S1	SCRN ASSY: TLA DWG		EA			1	3,917.02	100.0%	3,917.02
North Warehouse	Fieldwood	56810		B3/B4/S3	JT: EXPNSN, TLA		EA			2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56811		B3/B1/S2	JT: EXPNSN, TLA EXHAUST		EA			1	980.17	100.0%	980.17
North Warehouse	Fieldwood	56815		B3/B10/S2	INTCLR ASSY: TLA SCAV AIR		EA			6	4,339.69	100.0%	4,339.69
North Warehouse	Fieldwood	56816		B3/B4/FLR	NUT: TLA ROD ALL STGS		EA			1	1,012.96	100.0%	1,012.96
North Warehouse	Fieldwood	56817		B3/B4/S3	RING: TLA TURB NZZLE		EA			2	8,435.25	100.0%	8,435.25
North Warehouse	Fieldwood	58585		WH/SE Wall/FLR	CRNKSFT		EA			1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	59286		WH/B43/S1	PSTN/ROD ASSY: 9-3/4", GMV, W/ 3" ROD		EA			1	12,227.14	100.0%	12,227.14
North Warehouse	Fieldwood	71926		Bay3/N Wall/FLR	STDOS: STEP, CYL, W/ NUTS 4 SUCT		EA			24	72.87	100.0%	72.87
North Warehouse	Fieldwood	71936		B2/B1/S2	CYL: HYD, I/BRD, UNRPRD		EA			1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71937		B2/B1/S2	CYL, HYD, I/BRD, UNRPRD		EA			1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71939		B2/B4/I5	CYL: COMPRSSR, 8", W/ ALL HD STDOS & NTS		EA			1	6,558.73	100.0%	6,558.73
North Warehouse	Fieldwood	71948		B2/B5/S1	VLV CHR: UNRPR'D		EA			8	153.04	100.0%	153.04

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Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	WT. (lbs)	In Hand	Qt	Total Value	W%	Net Value
North Warehouse	Fieldwood	71952		B2/B1/S2	CYL: CMRPSR, 8", W/ 1B HEAD & P. GL ND		EA			1	3,497.99	100.0%	3,497.99
North Warehouse	Fieldwood	71955		B2/B4/S1	PSTN: COMP, C.I., W/2 STEEL DONUTS		EA			1	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	71971		B2/B1/S2	PSTN/ ROD ASSY: X 2", NO RINGS, TUNGSTEN		EA			1	1,289.88	100.0%	1,289.88
North Warehouse	Fieldwood	71975		B2/B1/S2	CRSHD: GUIDE, WBF-74, BORE		EA			1	3,279.36	100.0%	3,279.36
North Warehouse	Fieldwood	71977		B2/B1/S2	DIST PC: WBF-74, NEW OEM 14" CYL		EA			1	2,040.49	100.0%	2,040.49
North Warehouse	Fieldwood	71980		WH/B29/S1	FAN ASSY: 7 BLADE 132" DIA AIR-X-CHANGER		EA			1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	71983		WH/B29/S1	FAN BLDES: FIBERGLASS 62" L X 11-1/1 4" W		EA			6	364.37	100.0%	364.37
North Warehouse	Fieldwood	72001		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA			1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72002		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA			1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72013		WH/B8/FLR	HD: CYL, PWR, RECOND		EA			2	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	72025		WH/B38/S1	MANIFOLD: INTAKE		EA			2	728.75	100.0%	728.75
North Warehouse	Fieldwood	72027		WH/B36/S1	MANIFOLD: EXHST, P9390, SECTIONS		EA			3	655.87	100.0%	655.87
North Warehouse	Fieldwood	72037		WH/B6/S2	ROD: CONN, P9390, US'D		EA			16	510.12	100.0%	510.12
North Warehouse	Fieldwood	81982		B3/B2/FLR	ROD: ARTICLD, GMVC		EA			1	1,366.40	100.0%	1,366.40
North Warehouse	Fieldwood	81984		B3/B4/S3	SPRCKT: TLA SGL SPLIT		EA			1	6,635.24	100.0%	6,635.24
North Warehouse	Fieldwood	81985		B3/B4/FLR	SPRCKT: TLA IDLER W/PUMP		EA			1	1,923.89	100.0%	1,923.89
North Warehouse	Fieldwood	81987		WH/B41/S2	SHOE: GMVC XHD		EA			1	1,689.76	100.0%	1,689.76
North Warehouse	Fieldwood	89087		WH/B43/S1	PSTN/ROD ASSY: SZ 28" US'D C7120-3A 3172		EA			1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	96073		WH/B8/S2	PMP HYD: 5.2gpm		EA			1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	96074		WH/B8/S2	PMP HYD: 1.9gpm		EA			1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	112605		B3/B8/FLR	KT: RPR VRA		EA			3	852.63	100.0%	852.63
North Warehouse	Fieldwood	112606		B3/B10/S1	VLV		EA			3	1,093.12	100.0%	1,093.12
North Warehouse	Fieldwood	112608		B3/B10/S1	VLV		EA			6	655.87	100.0%	655.87
North Warehouse	Fieldwood	197167		WH/B25/S2	TRBCHGR: VTC254 BBC W/MNTNG GSKT		EA			1	33,066.91	100.0%	33,066.91
North Warehouse	Fieldwood	200368		WH/B30/FLR	ROTOR ASSY, DEEPWELL PUMP		EA			1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	200371		B2/B10/FLR	CYL: WRTHGTN SIZE 9-1/4"		EA			1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200372		B2/B11/FLR	CYL: WRTHGTN, SIZE 7"		EA			1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200379		B2/B11/FLR	CYL: WRTHGTN SIZE 7.007		EA			1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	200380		WH/B5/S2	IMPELLER: TURBINE		EA			1	16,560.78	100.0%	16,560.78
North Warehouse	Fieldwood	200381		WH/B5/S2	IMPELLER: 'C30' B STG, SOLAR		EA			1	17,289.53	100.0%	17,289.53
North Warehouse	Fieldwood	200387		WH/B11/S1	COMPR: AIR		EA			1	6,194.35	100.0%	6,194.35
North Warehouse	Fieldwood	200390		WH/B27/S2	GEAR: BX TYPE, 206HS, RAT 1.262-1		EA			1	29,149.89	100.0%	29,149.89
North Warehouse	Fieldwood	200400		WH/B5/S2	BEARING ASSY: C30 SLR GC DMPR SUCT		EA			1	21,060.80	100.0%	21,060.80
North Warehouse	Fieldwood	200401		WH/B5/S2	BEARING ASSY: C30 DIS SLR GC TILT PAD		EA			1	18,346.21	100.0%	18,346.21
North Warehouse	Fieldwood	200414		B2/B7/S1	CYL: 6, WRTHGTN COMPRSSR		EA			1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200421		B2/B9/FLR	CYL: 15", COMPRSSR, NO STDDS F/VLV CAPS		EA			1	14,574.95	100.0%	14,574.95
North Warehouse	Fieldwood	200422		B2/B5/S1	CYL: 9", COMPRSSR #10674-E I/R -RDS		EA			1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200423		B2/B11/S1	CYL: 11-1/4", COMPRSSR W/ 11.287 BORE		EA			1	13,117.45	100.0%	13,117.45
North Warehouse	Fieldwood	200424		B2/B5/S2	CYL: 5", COMPRSSR I/R-RDS		EA			1	9,327.97	100.0%	9,327.97
North Warehouse	Fieldwood	200426		WH/B20/S1	TURBINE		EA			1	3,643.74	100.0%	3,643.74
North Warehouse	Fieldwood	202849		YD/R4	HEAT EXCHNGR		EA			1	22,226.79	100.0%	22,226.79
North Warehouse	Fieldwood	202850		WH/B38/FLR	PMP: CMDS 4X6X10.5		EA			1	65,000.00	100.0%	65,000.00
North Warehouse	Fieldwood	202854		Bay 6	COMPR: PKG		EA			1	22,117.48	100.0%	22,117.48
North Warehouse	Fieldwood	202876		YD/R4	ENG: NG 399		EA			1	-	100.0%	-
North Warehouse	Fieldwood	227188		B3/B6/S1	CYL: CPR GMWA-9-1A PWR CYLINDERS		EA			1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	228011		Bay 2	PSTN/ROD ASSY: 29-1/2", CPR F/ V250 COM		EA			1	-	100.0%	-
North Warehouse	Fieldwood	228012		B2/B2/S1	PSTN ROD: I/R RDS 2.125 IN CRBDE CTD		EA			1	2,379.02	100.0%	2,379.02
North Warehouse	Fieldwood	229324		WH/B44/S1	PSTN/ROD ASSY: TLA COMPRSSR		EA			1	4,733.25	100.0%	4,733.25
North Warehouse	Fieldwood	233282		Linear Controls	ENG:NG.235hp,1200rpm		EA			1	26,909.80	100.0%	26,909.80
North Warehouse	Fieldwood	233305		B1/Floor	ENG:DIESEL,318hp,8,210 0rpm		EA			1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	233453		Yard/Row 3	GEN:DIESEL,30KW,208/4 80V,AC,1800rpm, 3ph		EA			1	9,291.53	100.0%	9,291.53
North Warehouse	Fieldwood	241167		B2/B6/FLR	CYL: 28", VRA CLRK COMPRSSR		EA			1	3,079.21	100.0%	3,079.21
North Warehouse	Fieldwood	241168		B2/B7/FLR	CYL: 17", VRA CLRK COMPRSSR		EA			1	2,309.41	100.0%	2,309.41
North Warehouse	Fieldwood	241169		B2/B2/FLR	CYL: 9, VRA CLRK COMPRSSR		EA			1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241173		WH/B44/FL	PSTN/ROD ASSY: VRA CLRK COMPRSSR		EA			1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241179		WH/B1/Floor	HD: VRA CLRK O/BRD UNLDR		EA			1	3,849.02	100.0%	3,849.02
North Warehouse	Fieldwood	241181		B10K/B36/S1	VLV CHR: VRA CLRK VLV CHRS F/13"		EA			12	173.21	100.0%	173.21
North Warehouse	Fieldwood	241182		B3/B10,11,12/FLR	PSTN: VRA CLRK PWR		EA			6	2,169.33	100.0%	2,169.33
North Warehouse	Fieldwood	241185		B3/B9/S1	ROD: VRA CLRK ART CONN		EA			1	11,708.19	100.0%	11,708.19
North Warehouse	Fieldwood	241189		B3/B10/S3	PIN: WRIST, VRA CLRK PWR PISTON		EA			4	1,255.26	100.0%	1,255.26
North Warehouse	Fieldwood	241191		B3/B8/S1	TENSIONER: VRA CLRK CHAIN		EA			2	1,196.78	100.0%	1,196.78
North Warehouse	Fieldwood	241202		B3/B2/S2	GVRNR: GMVC-12		EA			1	8,409.66	100.0%	8,409.66
North Warehouse	Fieldwood	241203		B3/B1/FLR	JUMPER: H2O, GMVC-12 HD TO CYL		EA			12	148.50	100.0%	148.50
North Warehouse	Fieldwood	241205		B3/B3/S2	JUMPER: H2O, GMVC-12 CYL TO RAIL		EA			6	111.47	100.0%	111.47
North Warehouse	Fieldwood	241216		B3/B3/S3	EXHST: ELBOW, GMVC-12, GMVA-34-2C		EA			4	857.27	100.0%	857.27
North Warehouse	Fieldwood	251608		B2/Yard	ENG		EA			1	-	100.0%	-
North Warehouse	Fieldwood	252667		B2/B5/S2	CYL: 6", WHT SUPR COMPRSSR CMPLT		EA			1	4,862.67	100.0%	4,862.67

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	WT. (lbs)	In Hand	Qt	Total Value	W%	Net Value
North Warehouse	Fieldwood	323171		WH/B41/S1	PSTN: RING FOR 23.00" PISTON		EA		2		238.14	100.0%	238.14
North Warehouse	Fieldwood	323172		WH/B41/S1	PSTN: RING FOR 16.50" PISTON		EA		2		223.27	100.0%	223.27
North Warehouse	Fieldwood	323173		WH/B41/S1	PSTN: RING FOR 10.50" PISTON		EA		3		139.85	100.0%	139.85
North Warehouse	Fieldwood	326861		WH/B41/FLR	PSTN: 10.50", PART #579-062-001		EA		1		6,451.03	100.0%	6,451.03
North Warehouse	Fieldwood	326862		WH/B44/FLR	PSTN: ROD FOR 10.50", PISTON		EA		1		3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326863		WH/B44/FLR	PSTN: ROD FOR 23.00", PISTON		EA		1		3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326864		WH/B44/FLR	PSTN: ROD FOR 16.50", PISTON		EA		1		3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	328243		WH/B41/FLR	PSTN: 16.50", PART #579-082-201		EA		1		18,426.94	100.0%	18,426.94
North Warehouse	Fieldwood	329558		Linear Controls	ENG-NG, 423hp, 12,7in, H2, 0,900rpm		EA		1		84,000.00	100.0%	84,000.00
North Warehouse	Fieldwood	333387		WH/B41/FLR	PSTN: 23.00", PART #579-303-201		EA		1		33,442.43	100.0%	33,442.43
North Warehouse	Fieldwood	348619		B1/B1/S1	MTR, ELEC: TEFC, 3600rpm, 150hp, 445LP		EA		1		7,220.06	100.0%	7,220.06
North Warehouse	Fieldwood	370132		Linear Controls	ENG-NG, 85-220hp, 1905in3, 6,7IN		EA		1		60,750.95	100.0%	60,750.95
North Warehouse	Fieldwood	500133		Fluid Crane	SUMP TANK, 4'W X 10'L X 4'H, ATM OS, EXT. 16" PFLA		EA		1		26,250.00	100.0%	26,250.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 61	1-48" X 15' X 230 WP L.P. Horizontal Separator (No Skid)	?	EA		1		4,850.00	100.0%	4,850.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 64	24" X 10' Vertical H.P. Separator w/Skid	Eugene Island Block#266-B	EA		1		1,770.00	100.0%	1,770.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 65	12" X 6' Vertical LP Fuel Gas Scrubber (No Skid)	?	EA		1		1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 66	12" X 6' Vertical LP Fuel Gas Scrubber w/Skid	South Marsh Island 11-N	EA		1		1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 70	1-120 Degree Boat Landing with 48" Plate Doublers	South Marsh Island 11	EA		1		820.00	100.0%	820.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 73	24" X 10' Vertical H.P. Separator w/Skid	?	EA		1		1,625.00	100.0%	1,625.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 74	30" X 10' Vertical LP Test Separator w/Skid	?	EA		1		1,895.00	100.0%	1,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 77	16" X 8' Vertical LP Separator (No Skid)	South Marsh Island 10	EA		1		1,455.00	100.0%	1,455.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 90	1-48" X 10' X 275 WP L.P. Horizontal Scrubber Vessel NO SKID	South Marsh Island Block# 48 E	EA		1		4,120.00	100.0%	4,120.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 96	1-Glycol Reboiler with Stack & Stihl Column	High Island Block# 467 A	EA		1		8,145.00	100.0%	8,145.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 100	48" X 10' X 275# W.P. Horizontal Water Skimmer with Skid	N/A	EA		1		4,175.00	100.0%	4,175.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 101	42" X 15' X 1440# W.P. Horizontal 3-Phase Separator "No Skid"	N/A	EA		1		3,895.00	100.0%	3,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 102	42" X 12' 6" X 125# W.P. Horizontal Skimmer with Skid	N/A	EA		1		3,215.00	100.0%	3,215.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 103	20" X 7' 6" X 275 W.P. Vertical Separator with Skid	N/A	EA		1		1,210.00	100.0%	1,210.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 104	30" X 10' X 1480 W.P. Horizontal Separator with Skid	N/A	EA		1		2,150.00	100.0%	2,150.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 105	One Dual Meter Run Skid with Pig Traps	N/A	EA		1		1,385.00	100.0%	1,385.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 106	30" X 6' X 150# W.P. Vertical Scrubber Vessel with Skid	N/A	EA		1		1,665.00	100.0%	1,665.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. KK	30" X 4' X 250 WP Vertical Scrubber Vessel w/Skid	From Offshore Specialty Fabricators in Houma	EA		1		1,570.00	100.0%	1,570.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. CCC	Line Heater/Reboiler Package 8' W X 22' 6" L X 10' 1" T	Eugene Island Block# 212 "A"	EA		1		12,275.00	100.0%	12,275.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. DDD	3-Vapor Recovery Stands	Eugene Island Block# 212 "A"	EA		1		235.00	100.0%	235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. EEE	1-Heater Stack, 1-Still Column, and Misc Pipe and Hardware for Line Heater/Reboiler	Eugene Island Block# 212 "A"	EA		1		355.00	100.0%	355.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 107	1-Pallet of Used Spool Piping	West Cameron Block# 165 "A"	EA		1		295.00	100.0%	295.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 109	1-Filter Separator with Skid (5' X 12' X 8' Tall) Est. 10,000#	High Island Block# A376 B	EA		1		1,155.00	100.0%	1,155.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 110	1-Float Cell with Skid (7' X 12' X 9' Tall) Est. 10,000#	High Island Block# A376 B	EA		1		1,490.00	100.0%	1,490.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 111	Two (2) Plate Heat Exchanger Skids	High Island Block# A595 "CF"	EA		1		475.00	100.0%	475.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 112	1-Piggy-Back Water Skimmer & Float Cell Package (Newly Fabricated)	Main Pass Block# 140-A	EA		1		5,025.00	100.0%	5,025.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 113	1-Verticle Water Skimmer Vessel with Skid (60" X 12" X 15,000#) (MBM-1800)	Vermilion Block# 60-A	EA		1		3,375.00	100.0%	3,375.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 114	1-Verticle Floatation Unit (4M Spinsep) with Skid (ABM-1908) (10,150#) (Monosep Corporation-Serial# MCO-2076)	West Cameron Block# 68-A	EA		1		655.00	100.0%	655.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 115	1-Verticle Test Separator with Skid (MBD-4501) (36 X 10 Foot X 17,000#) (2,000 WP @ 100 deg. MFG 1982)	West Cameron Block# 68-A	EA		1		865.00	100.0%	865.00



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	In Hand	Qt	Total Value	W%	Net Value
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 116	1-Horizontal 3-Phase H.P. Production Separator with Skid (MBD-4502) (60" X 15') (1440 @ 100 Deg-Yr Built 1982)	West Cameron Block# 68-A	EA			1	1,435.00	100.0%	1,435.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 117	1-Vertical Vent Scrubber Package with Skid (MBF-2401) (30" X 10' X 22,000#)	West Cameron Block# 68-A	EA			1	1,775.00	100.0%	1,775.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 118	1-Horizontal 2-Phase Vent Scrubber Vessel W/Skid (48" X 10' X 150# @ 100 Deg) Built 1987	East cameron Block# 320-A	EA			1	3,545.00	100.0%	3,545.00
Viking - Henderson	Viking Fabricators, LLC				Handrails		EA			179	315.00	100.0%	315.00
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDER CAGES		EA			1	763.87	100.0%	763.87
Viking - Youngsville	Viking Fabricators, LLC				12'-6" LONG LADDER CAGES		EA			84	1,291.85	100.0%	1,291.85
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDERS		EA			81	622.75	100.0%	622.75
Viking - Youngsville	Viking Fabricators, LLC				20 FT. LONG LADDERS		EA			107	1,236.43	100.0%	1,236.43
Linear - Lafayette	Linear Controls	2124118-01	11233630-1	ATS - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	7,155		1	5,545.13	100.0%	5,545.13
Linear - Lafayette	Linear Controls	2124617-01	2659561170	ATS - OUTDOOR	ASSY, RIG TEST SKID, SUBSEA TREE,		EA	11,000		1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124117-07	400257303-01	ATS - OUTDOOR	CONN. ASSY, SUBSEA TREE, 4" X 2"-10M.		EA	80,000		1	62,000.00	100.0%	62,000.00
Linear - Lafayette	Linear Controls	2273013-01	110598733-1(RR1)	ATS - OUTDOOR	ASSEMBLY, 5" X 2"-10M SPOOL TREE.		EA	66,000		1	51,150.00	100.0%	51,150.00
Linear - Lafayette	Linear Controls	2124123-01	96101817050	ATS - OUTDOOR	ASSY, TREE CAP SHIPPING SKID		EA	1,850		1	1,433.75	100.0%	1,433.75
Linear - Lafayette	Linear Controls	2124145-01	45256012-5	ATS - OUTDOOR	ASSY, HUB, 4" WELL TERMINATION,		EA	1,400		1	1,085.00	100.0%	1,085.00
Linear - Lafayette	Linear Controls	2141833-01	11227730-01	ATS - OUTDOOR	ASSY, TREE TRANSPORTATION SKID, BP		EA	5,800		1	4,495.00	100.0%	4,495.00
Linear - Lafayette	Linear Controls	2124836-01	11171617-1	ATS - OUTDOOR	TEST STUMP BODY, TREE FAT SKID,		EA	6,200		1	4,805.00	100.0%	4,805.00
Linear - Lafayette	Linear Controls	2124641-01	11384318-1	ATS - OUTDOOR	ASSY, COMPLETION GUIDE BASE, STM-15		EA	20,500		1	15,887.50	100.0%	15,887.50
Linear - Lafayette	Linear Controls	2098861-02	11197244-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000		1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2098861-02	11199037-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000		1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124119-01	964534560	ATS - OUTDOOR	ASSY, TREE RUNNING TOOL		EA	11,000		1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124129-01	265340930	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500		1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124128-01	11286013-17	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER, STM-15,		EA	1,000		1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2124135-01	2659561200	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300		1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124135-01	2659561190	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300		1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2018904-01	265956120(RR2)	TOOLS-KID - OUTDOOR	ASSY, LEAD IMPRESSION TOOL		EA	900		1	697.50	100.0%	697.50
Linear - Lafayette	Linear Controls	2124129-01	266013010	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500		1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124139-01	11186901-01	TOOLS-KID - OUTDOOR	ASSY, DUMMY TBG HGR, STM-15, 4.06"		EA	1,000		1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2055294-12	110357224-01	CPB 077 - INDOOR	ASSEMBLY, TUBING HANGER, 5 IN NOM.		EA	2,500		1	1,937.50	100.0%	1,937.50
Linear - Lafayette	Linear Controls	2748033-01	45353783-01-01	CPB 077 - INDOOR	WIRELINE PLUG, 5.25" DIA, METAL AND		EA	50		1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2749898-01	4500436775-2-1	CPB 077 - INDOOR	5.250" WIRELINE PLUG 'HH' TRIM WITH		EA	50		1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2055296-02-01	110407008-1	CPB 078 - INDOOR	ASSEMBLY, INTERNAL TREE CAP, 10K WP		EA	1,500		1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	60007268	96953428110	SF-YARD - OUTDOOR	TROIKA TOOL SHED		EA			1	15,000.00	100.0%	15,000.00
Linear - Lafayette	Linear Controls	2124147-04	111802674	TRI 168 - INDOOR	ASSY, CLAMP, W/ SEAL PLATE, 10"		EA	2,000		1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200		1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-06	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200		1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200		1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11363037-01	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200		1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-04	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200		1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124159-01	45284821-04	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250		1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	2124159-01	45284821-01	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250		1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	041700-47	4503010723-1-1	TRI 171 - INDOOR	GASKET, AX - 18-3/4" 10/15M 316 SS		EA	110		1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124147-01	96111219520	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000		1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	96111219570	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000		1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2141279-01	4502534448-01-01	TRI 172 - INDOOR	CLAMP, 10" FLOWLINE/ PIGGING LOOP/		EA	1,500		1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-02-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180		1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-01-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180		1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-03-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180		1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2142930-01	4501742451-1-2	TRI 174 - INDOOR	ACCESS STAND, G2 TUBING HANGER RUNNING		EA	200		1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150		1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11410124-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150		1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11170112-02	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150		1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-02	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150		1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-03	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150		1	116.25	100.0%	116.25

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Exhibit L-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	In Hand	Qt	Total Value	W%	Net Value
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-04	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-01	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-03	4502533058-01-01	TRI 174 - INDOOR	SEAL PLATE, 10" FLOWLINE JUMPER		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11251434-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124586-01	450605865-1	TRI 175 - INDOOR	END PLATE, MANDREL RETAINER,		EA	500	1		387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2124584-01	450605849-1-1	TRI 175 - INDOOR	MANDREL, RETAINER SLEEVE,		EA	400	1		310.00	100.0%	310.00
Linear - Lafayette	Linear Controls	2124535-01	NS201604020729021	TRI 175 - INDOOR	ANNULUS LOOP, 2.875 O.D. X 2.125		EA	300	4		232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124624-01	450604006-1	TRI 175 - INDOOR	BODY, 4" PRODUCTION STAB,		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124585-01	450605858-1	TRI 175 - INDOOR	RETAINER PLATE, MASTER VALVE BLOCK		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2156742-01	11328834-01	TRI 175 - INDOOR	SUB-ASSY, BOP SPANNER JOINT, 7.625"		EA	200	1		155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2156773-02	11322641-01	TRI 175 - INDOOR	UPPER ADAPTER, BOP SPANNER JOINT,		EA	200	1		155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124147-01	400297648	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1		1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	11213146-1	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1		1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	041700-09-01	400133273	TRI 178 - INDOOR	AX GASKET, 11"-SM/10M, ST/STL WITH		EA	30	1		23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	041700-09-01	400133274	TRI 178 - INDOOR	AX GASKET, 11"-SM/10M, ST/STL WITH		EA	30	1		23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	2098477-01	175670-1	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1		85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2098477-01	175670-2	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1		85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124579-02	45434247-8	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-6	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-11	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-2	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45438628-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-4	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	501040-1	961276244180	TRI 178 - INDOOR	6" Gasket Sealing Ring		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-04	45424496-2	TRI 178 - INDOOR	GASKET W/ O-RING, 10"-15M SEAL		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-06	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434274-02	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-03	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124134-01	2659561110	TRI 180 - INDOOR	ASSY, TUBING HANGER ADJUSTMENT STAN		EA	600	1		465.00	100.0%	465.00
Linear - Lafayette	Linear Controls	2099720-02	26-1567	TRI FLOOR - INDOOR	ASSY, TREE CAP RUNNING TOOL, BP		EA	5,000	1		3,875.00	100.0%	3,875.00
Linear - Lafayette	Linear Controls	60031311	9523237807360	TRI SHED - INDOOR	Troika Dummy Control Pod		EA	3,000	1		2,325.00	100.0%	2,325.00
Linear - Lafayette	Linear Controls	60031470	9523237807390	TRI SHED - INDOOR	SHELL DUMMY CONTROL POD SHIPPING SKID		EA	1,000	1		775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2123000-01	9624280360	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123000-01	2657807220	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123738-01	9624280370	TRI-SHELL - OUTDOOR	LIFT SUB, 1.50" NOM SHACKLE X		EA	50	1		38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2099099-03	11196376-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1		271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2099099-03	11210778-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1		271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2035504-02	961276650350	TRI-SHELL - OUTDOOR	ASSY, DEBRIS CAP, 18-3/8" OD MCPAC		EA	100	1		77.50	100.0%	77.50
Linear - Lafayette	Linear Controls	2035519-01	1276650650	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1		38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2035519-01	1276650660	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1		38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2156132-01	9523237807220	TRI-SHELL - OUTDOOR	ASSY, COMBINATION (TREE/TREE CAP)		EA	500	1		387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2156145-01	11324065-01	TRI-SHELL - OUTDOOR	ASSY, 3-1/16-15M MONOBORE TUBING		EA	8,500	1		6,587.50	100.0%	6,587.50
Linear - Lafayette	Linear Controls	2124137-01	9523237807330	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1		1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124137-01	9523237807340	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1		1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124118-01	11278658-1	TRI-SHELL - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	8,000	1		6,200.00	100.0%	6,200.00
Linear - Lafayette	Linear Controls		Serial.# WPI317		Waukesha Engine L7042 GSI		EA		1		82,625.00	100.0%	82,625.00
Linear - Lafayette	Linear Controls		Serial.# 48799		Waukesha Engine L3711		EA		1		51,250.00	100.0%	51,250.00
Linear - Lafayette	Linear Controls		Serial.# 1029776		Waukesha Engine F1905		EA		1		43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.# 218794		Waukesha Engine F1905		EA		1		43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.#396632		Waukesha Engine F1197		EA		1		24,315.00	100.0%	24,315.00
Linear - Lafayette	Linear Controls		Serial.# 362530		Waukesha Engine F1197		EA		1		24,315.00	100.0%	24,315.00
Whitco - Broussard	Whitco Supply	357501			1" x 3" x 20' Galvanized Grating		EA		106		395.00	100.0%	395.00
Whitco - Broussard	Whitco Supply	333963			1-1/2" x 3" x 20' Galvanized Grating		EA		-		598.00	100.0%	598.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	In Hand Qt	Total Value	WIP%	Net Value
Express - Fourchon	Express Supply & Steel				1" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		10	400.65	100.0%	400.65
Express - Fourchon	Express Supply & Steel				1-1/2" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		35	555.67	100.0%	555.67

Cash and other balances to be determined at effective date

**Surety Bonds in favor of FWE I:**

DATE	BOND NO.	Amount	Lease	PARTIES	SURETY	BENEFICIARY
3/6/19	B011964	\$300,000	OCS-G 01194	Fieldwood Energy LLC; Byron Energy Inc.	U.S. Specialty Insurance Company	Fieldwood Energy LLC
3/6/19	B011963	\$450,000	OCS-G 01194	Fieldwood Energy LLC; Byron Energy Inc.; BOEM	U.S. Specialty Insurance Company	Fieldwood Energy LLC; BOEM
11/29/18	N-7001005	\$2,366,855	OCS-0810; OCS-0812	Northstar Offshore Ventures LLC; SanareEnergy Partners, LLC; Fieldwood Energy LLC	Indemnity National Insurance Company	Fieldwood Energy LLC
3/9/18	N-7000930	\$2,640,126	OCS-G11691	Monforte Exploration LLC.; FieldwoodEnergy LLC	Indemnity National Insurance Company	Fieldwood Energy LLC
2/13/18	1149835	\$250,000	OCS-G03587	Northstar Offshore Ventures LLC.	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149836	\$1,000,000	OCS-G03171	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149838	\$2,500,000	OCS-G01216; OCS-G01217	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
5/1/16	RLB0016261	\$1,514,600	2 A; ROW G12732; ROW G13	Whitney Oil & Gas, LLC; Apache Corporation; GOM Shelf LLC	RLI Insurance Company	Apache Corporation; GOM Shelf LLC

**Subsidiaries:**

GOM Shelf LLC

FW GOM Pipeline Inc.

**Equity Interests:**

Paloma Pipeline Company - 9.65%

SP 49 LLC - 33.33% (owned by FW GOM Pipeline Inc.)



Exhibit I-J

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	RT	5/1/2003		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	OP 1	5/1/2003		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	OP 2	5/1/2003		5000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	RT	6/1/2000		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	OP 1	6/1/2000		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	OP 2	6/1/2000		5000	Fieldwood En	50.0%	PROD
VERMILION 362/371	VR 362	G10687	Federal	RT	6/1/1989		5,000	Fieldwood En Off	100.0%	UNIT
VERMILION 362/371	VR 362	G10687	Federal	OP	6/1/1989		5,000	Fieldwood En Off	16.7%	UNIT
VERMILION 362/371	VR 363	G09522	Federal	RT	5/1/1988		5,000	Fieldwood En	100.0%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 1	5/1/1988		5,000	Fieldwood En	100.0%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 2	5/1/1988		5,000	Fieldwood En Off	33.3%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 3	5/1/1988		5,000	Fieldwood En	50.0%	ACTIVE
VERMILION 362/371	VR 371	G09524	Federal	RT	7/1/1988		5,000	Fieldwood En Off	100.0%	ACTIVE
VERMILION 362/371	VR 371	G09524	Federal	OP	7/1/1988		5,000	Fieldwood En Off	16.7%	ACTIVE
VERMILION 78	VR 78	G04421	Federal	RT	11/1/1980		5,000	Fieldwood En	37.5%	ACTIVE
VERMILION 78	VR 78	G04421	Federal	OP	11/1/1980		5,000	Fieldwood En	18.8%	ACTIVE

Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308

Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371

All other right, title and interest of FWE in any assets to the extent such assets relate to any of the foregoing leases or rights of way.

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	a	Cur Acre	Operator	WI	Lease Status
EAST CAMERON 2 - (SL LA)	EC 2	SL18121	SL - LA	WI	5/12/2004	11/6/2020		220	Fieldwood	50.0%	RELINQ
CHANDELEUR 42/43	CA 43	G32268	Federal	OP 1	7/1/2008			5,000	ieldwood E	7.69%	PROD
CHANDELEUR 42/43	CA 42	G32267	Federal	OP 1	7/1/2008	6/21/2019		5,000	ieldwood E	7.69%	RELINQ
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003			5,000	ieldwood E	6.00%	PROD
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962			5,000	ldwood En	0.042%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 248	G01029	Federal	RT B	6/1/1962			5,000	ldwood En	0.04%	UNIT
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	ORRI	7/1/1983			5,000	ieldwood E	2.0%	PROD

Knight Default  
 Knight Default  
 Tammany Default  
 Hillcrest GOM Default in Unit  
 Hillcrest GOM Default in Unit

Asset Name	FWE Acct. Code	Lease Number	API	WI	NRI
CHANDELEUR 042 #A002	CA042A0200	G32267	177294001500	7.7%	5.4%
CHANDELEUR 043 #A001	CA043A0100	G32268	177294001400	7.7%	5.4%
CHANDELEUR 043 #A003	CA043A0300	G32268	177294001600	7.7%	5.4%
EAST CAMERON 002 #001 SL 18121	SL18121010	18121	177032013600	50.0%	37.3%
EUGENE IS 330 #B003 ST1	EI330B0301	G02115	177104008001	35.0%	29.1%
MAIN PASS 259 #A007	MP259A0700	G07827	177244071800	43.1%	29.7%
MAIN PASS 303 #B015	MP303B1500	G04253	177244024800	42.9%	35.7%
MATAGORDA IS 519 #L001	MI519L1SL0	MF-79413	427033030000	15.8%	12.2%
MATAGORDA IS 519 #L002	MI519L2SL0	MF-79413	427033034000	15.8%	12.2%
MATAGORDA IS 519 #L003	MI519L3SL0	MF-79413	427033039500	15.8%	12.2%
MATAGORDA IS 519 #L004	MI519L4SL0	MF-79413	427033039700	15.8%	12.2%
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800	0.042%	TA
SOUTH TIMBALIER 205 #B002A ST1	ST205B02A1	G05612	177154062901	25.0%	20.8%
SOUTH TIMBALIER 205 #B004 ST1	ST205B0401	G05612	177154081601	25.0%	20.8%
SOUTH TIMBALIER 206 #A002 ST1	ST206A0201	G05613	177154060101	25.0%	TA
SOUTH TIMBALIER 206 #A003	ST206A0300	G05613	177154061000	25.0%	TA
SOUTH TIMBALIER 206 #A004A	ST206A04A0	G05613	177154074300	25.0%	TA
SOUTH TIMBALIER 206 #A006	ST206A0600	G05613	177154075100	25.0%	TA
SOUTH TIMBALIER 206 #A007	ST206A0700	G05613	177154075200	25.0%	TA
SOUTH TIMBALIER 206 #A008	ST206A0800	G05613	177154075300	25.0%	TA
SOUTH TIMBALIER 206 #A009	ST206A0900	G05613	177154075400	25.0%	TA
SOUTH TIMBALIER 206 #A010ST2BP	ST206A1002	G05613	177154075702	25.0%	TA
SOUTH TIMBALIER 206 #B003 ST1	ST206B0301	G05613	177154074001	25.0%	20.8%
SOUTH TIMBALIER 206 #B006	ST206B0600	G05613	177154103000	25.0%	20.8%
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001	6.0%	4.9%
SOUTH TIMBALIER 205 #G001 ST1	ST205G0101	G05612	177154106701	0.0%	2.0%
SOUTH TIMBALIER 205 #G003 ST1	ST205G0301	G05612	177154115301	0.0%	2.0%

Asset Name	FWE Acct. Code	Base Number	Area/Block	WI
CHANDELEUR 043 P/F-A	CA43APLT	G32268	CA043	7.69%
HIGH ISLAND 120 P/F-A-PROCESS	HI120APROC	G01848	HI120	6.00%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	6.00%
SHIP SHOAL 248 P/F-G	SS248PFG	G01029	SS248	0.04%
SOUTH TIMBALIER 206 P/F-A	ST206APLT	G05612	ST206	25.00%
SOUTH TIMBALIER 205 P/F-B	ST205BPLT	G05612	ST205	25.00%
MATAGORDA IS 487 P/F-L(SL)	MI487LSL	MF-88562	MI487	15.80%
MATAGORDA IS 519 P/F-L - SL	MI519LSL	MF-88562	MI519	15.80%
Venice Dehydration Facility (South Pass Dehydration Station)	VENICEDHYD			64.80%
Tivoli Plant	TIVOLIPL			43.86%
MI 519 Bay City Compressor Station	MI519BAY			18.10%
Vermilion 76 Onshore Scrubber	VR76SCRUB			6.08%
Grand Chenier Separation Facility	GRCHENPF			72.08%
EAST CAMERON 002 P/F-1 SL18121	SL181211PT	18121	EC002	50.00%

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
BRETON SOUND 41	BS 41	G21142	Federal	OP 2	5/1/1999	1/26/2014	4,995	Fieldwood En Off	10.0%	TERMIN
BRETON SOUND 41	BS 41	G21142	Federal	Contractual	5/1/1999	1/26/2014	4,995	Fieldwood En Off	25.0%	TERMIN
EAST CAMERON 257	EC 257	G21580	Federal	OP 1	7/1/2000	2/2/2018	5,000	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 241	G01772	Federal	OP 1	7/1/1968	8/2/2014	1,440	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 241	G01773	Federal	RT	7/1/1968	8/2/2014	1,440	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 255	G01777	Federal	RT	7/1/1968	4/3/1998	5,760	Fieldwood En Off	100.0%	TERMIN
GRAND ISLE 83	GI 83	G03793	Federal	RT	6/1/1978	11/26/2019	5,000	Fieldwood En Off	100.0%	TERMIN
HIGH IS. A-446	HI A-446	G02359	Federal	RT	8/1/1973	4/12/2016	5,760	Bandon O&G	100.0%	TERMIN
HIGH ISLAND A-446	HI A-447	G02360	Federal	RT	8/1/1973	9/4/2010	5,760	Bandon O&G	100.0%	TERMIN
MAIN PASS 154	MP 154	G10902	Federal	RT	7/1/1989	7/29/2000	4,995	Fieldwood En Off	100.0%	TERMIN
MAIN PASS 29/112/114/116/118/125	MP 112	G09707	Federal	RT	6/1/1988	4/19/2017	4,995	Fieldwood En Off	100.0%	RELINQ
SOUTH MARSH IS. 39	SM 39	G16320	Federal	RT	7/1/1996		5,000	Fieldwood En Off	50.0%	PROD
SOUTH TIMBALIER 242	ST 242	G23933	Federal	RT	6/1/2002	5/7/2019	5,000	Fieldwood En Off	60.0%	TERMIN
VERMILION 315/332	VR 314	G05438	Federal	OP 2	7/1/1983		5,000	Fieldwood En Off	50.0%	PROD
VERMILION 315/332	VR 315	G04215	Federal	OP 1	1/1/1980	3/7/2012	5,000	Dynamic Off Res	50.0%	TERMIN
VERMILION 315/332	VR 332	G09514	Federal	OP 1	7/1/1988		5,000	Fieldwood En	67.0%	PROD
VERMILION 315/332	VR 332	G09514	Federal	RT	7/1/1988		5,000	Fieldwood En	100.0%	PROD
VERMILION 315/332	VR 333	G14417	Federal	RT	7/1/1994	11/29/1999	4,201	Fieldwood En Off	67.0%	TERMIN
VIOSCA KNOLL 113	VK 113	G16535	Federal	RT	6/1/1996	2/23/2020	5,760	Fieldwood En Off	100.0%	TERMIN
VIOSCA KNOLL 251/340/384	VK 251	G10930	Federal	OP 1	7/1/1989		5,760	Fieldwood En Off	100.0%	UNIT
VIOSCA KNOLL 251/340/384	VK 340	G10933	Federal	OP 1	7/1/1989		5,760	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 100	WC 100	G22510	Federal	RT	7/1/2001	6/13/2018	5,000	Fieldwood En Off	100.0%	RELINQ
WEST CAMERON 289/290/294	WC 290	G04818	Federal	OP 1	9/1/1981	7/21/2020	5,000	Fieldwood En Off	50.0%	TERMIN



Asset Name	FWE Acct. Code	Lease Number	API	WI	NRI
EAST CAMERON 257 #001	EC25701	G21580	177044102500	50.0%	83.3%
GALVESTON 241 #A005	GA241A05	G01772	427064001500	100.0%	80.0%
GALVESTON 241 #A006	GA241A06	G01773	427064001700	100.0%	TA
GALVESTON 241 #A010	GA241A10	G01773	427064001402	100.0%	TA
GALVESTON 255 #A002	GA255A02	G01777	427063002300	100.0%	TA
GALVESTON 255 #A003	GA255A03	G01777	427064000500	100.0%	TA
GRAND ISLE 083 #A002	GI083A02	G03793	177174011002	100.0%	TA
GRAND ISLE 083 #A003	GI083A03	G03793	177174030200	100.0%	TA
GRAND ISLE 083 #B001	GI083B01	G03793	177174097400	100.0%	80.8%
GRAND ISLE 083 #B002	GI083B02	G03793	177174098000	100.0%	80.8%
GRAND ISLE 083 #B003	GI083B03	G03793	177174098100	100.0%	80.8%
HIGH ISLAND A-446 #A001	HIA446A01	G02359	427094055400	100.0%	68.4%
HIGH ISLAND A-446 #A002B	HIA446A02	G02360	427094055700	100.0%	68.4%
HIGH ISLAND A-446 #A004	HIA446A04	G02359	427094056300	100.0%	TA
HIGH ISLAND A-446 #A005	HIA446A05	G02359	427094057700	100.0%	TA
HIGH ISLAND A-446 #A006	HIA446A06	G02359	427094056700	100.0%	68.4%
HIGH ISLAND A-446 #A007	HIA446A07	G02359	427094056800	100.0%	TA
HIGH ISLAND A-446 #A008	HIA446A08	G02359	427094057400	100.0%	TA
HIGH ISLAND A-446 #A009	HIA446A09	G02359	427094060200	100.0%	68.4%
HIGH ISLAND A-446 #A010	HIA446A10	G02359	427094058300	100.0%	68.4%
HIGH ISLAND A-446 #A011	HIA446A11	G02359	427094058700	100.0%	TA
HIGH ISLAND A-446 #A012	HIA446A12	G02359	427094059400	100.0%	TA
HIGH ISLAND A-446 #A014	HIA446A14	G02359	427094060900	100.0%	68.4%
HIGH ISLAND A-446 #A015	HIA446A15	G02359	427094061300	100.0%	TA
HIGH ISLAND A-446 #A016	HIA446A16	G02359	427094062300	100.0%	TA
MAIN PASS 154 #A001	MP154A01	G10902	177244060400	100.0%	NP
MAIN PASS 154 #A002	MP154A02	G10902	177244069000	100.0%	NP
SOUTH MARSH IS 039 #A001	SM039A01	G16320	177074077000	100.0%	83.3%
SOUTH MARSH IS 039 #B001	SM039B01	G16320	177074074702	100.0%	83.3%
SOUTH MARSH IS 039 #B002	SM039B02	G16320	177074076102	100.0%	83.3%
SOUTH MARSH IS 039 #C001	SM039C01	G16320	177074077900	100.0%	83.3%
SOUTH MARSH IS 039 #C002	SM039C02	G16320	177074078000	100.0%	83.3%
SOUTH MARSH IS 039 #C003	SM039C03	G16320	177074078200	100.0%	83.3%
SOUTH MARSH IS 039 #C004	SM039C04	G16320	177074810200	100.0%	83.3%
SOUTH TIMBALIER 242 #A001	ST242A01	G23933	177164032800	60.0%	50.0%
VERMILION 314 #A009	VR314A09	G05438	177064076900	50.0%	NP
VERMILION 332 #A001	VR332A01	G09514	177064069400	80.2%	55.2%
VERMILION 332 #A002	VR332A02	G09514	177064069900	80.2%	55.2%
VERMILION 332 #A003	VR332A03	G09514	177064072300	80.2%	TA
VERMILION 332 #A005	VR332A05	G09514	177064077802	66.5%	47.0%
VERMILION 332 #A006	VR332A06	G09514	177064077901	100.0%	70.7%
VERMILION 333 #A004	VR333A04	G14417	177064072600	80.2%	TA
VIOSCA KNOLL 113 #A001	VK113A01	G16535	608164039101	100.0%	83.3%
VIOSCA KNOLL 251 #A001	VK251A001	G10930	608164029800	100.0%	81.3%
VIOSCA KNOLL 251 #A002	VK251A002	G10930	608164034501	100.0%	81.3%
VIOSCA KNOLL 251 #A003	VK251A003	G10930	608164041500	100.0%	81.3%
VIOSCA KNOLL 251 #A004	VK251A004	G10930	608164042101	100.0%	81.3%
VIOSCA KNOLL 340 #A001	VK340A01	G10933	608164038800	100.0%	81.4%
VIOSCA KNOLL 340 #A002	VK340A02	G10933	608164044400	100.0%	81.4%
WEST CAMERON 100 #A001	WC100A01	G22510	177004112100	100.0%	83.3%
WEST CAMERON 100 #A002	WC100A02	G22510	177004112602	100.0%	83.3%

Asset Name	FWE Acct. Code	Lease Number	API	WI	NRI
WEST CAMERON 100 #A003	WC100A03	G22510	177004117102	100.0%	83.3%
WEST CAMERON 100 #A004	WC100A04	G22510	177004118100	100.0%	83.3%
WEST CAMERON 290 #002	WC29002	G04818	177014018400	50.0%	TA
WEST CAMERON 290 #A001	WC290A0100	G04818	177014020700	50.0%	39.3%
WEST CAMERON 290 #A002	WC290A0200	G04818	177014024200	50.0%	TA
WEST CAMERON 290 #A003	WC290A0300	G04818	177014029100	50.0%	TA

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
EAST CAMERON 257 P/F-A	EC257PFA	G21580	EC257	100.0%
GALVESTON 255 P/F-A	GA255PFA	G01777	GA255	100.0%
GRAND ISLE 083 P/F-A	GI083PFA	G03793	GI083	100.0%
GRAND ISLE 083 P/F-B	GI083PFB	G03793	GI083	100.0%
HIGH ISLAND A-446 P/F-A	HIA446PFA	G02359	HIA446	100.0%
MAIN PASS 154 P/F-A	MP154PFA	G10902	MP154	100.0%
SOUTH MARSH IS 039 P/F-A	SM039PFA	G16320	SM039	100.0%
SOUTH MARSH IS 039 P/F-B	SM039PFB	G16320	SM039	100.0%
SOUTH MARSH IS 039 P/F-C	SM039PFC	G16320	SM039	100.0%
SOUTH TIMBALIER 242 P/F-A	ST242PFA	G23933	ST242	60.0%
VERMILION 315 P/F-A	VR315PFA	G04215	VR315	100.0%
VERMILION 315 P/F-A-AUX	VR315PFAAU	G04215	VR315	100.0%
VERMILION 332 P/F-A	VR332PFA	G09514	VR332	80.2%
VIOSCA KNOLL 113 P/F-A	VK113PFA	G16535	VK113	100.0%
VIOSCA KNOLL 251 P/F-A	VK251PFA	G10930	VK251	100.0%
VIOSCA KNOLL 251 P/F-A-AUX	VK251PFAAU	G10930	VK251	100.0%
VIOSCA KNOLL 340 P/F-A	VK340PFA	G10933	VK340	100.0%
WEST CAMERON 100 P/F-A	WC100APLT	G22510	WC100	100.0%
WEST CAMERON 289 P/F-A-PROCESS	WC289APROC	G04818	WC289	0.0%
WEST CAMERON 290 P/F-A	WC290PFA	G04818	WC290	50.0%

None

SEGMENTNUMBER	COMPANYNAME	ORGBAREA	ORGBLOCK	ORGBNAME	RECBAREA	RECBLOCK	RECBNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
5911	Bandon Oil and Gas, LP	GI	83	A	GI	82	16 SSTI	6	GAS	Permitted for Abandonment	G04355	G03793
9006	Fieldwood Energy, LLC	MP	112	#02	MP	117	08 SSTI	6	BLKG	Permitted for Abandonment Approved	G11738	G09707
15220	Fieldwood Energy Offshore LLC	ST	242	A	SS	283	24 SSTI	8	G/C	Permitted for Abandonment	G26891	G23933
19427	Fieldwood Energy, LLC	VK	113	A	CA	43	A	4	BLKG	Out of Service	G29321	G16535
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
7298	Dynamic Industries, Inc	VR	315	A	VR	331	06 SSTI	6	OIL	Out of Service	G07545	G04215
10736	Dynamic Industries, Inc	VR	332	A	VR	315	A	8	BLKG	Out of Service	G15672	G09514
10737	Dynamic Industries, Inc	VR	332	A	VR	315	A	6	LIFT	Out of Service	G15673	G09514
14210	Fieldwood Energy Offshore LLC	WC	100	A	WC	102	30" SSTI	8	G/C	Permitted for Abandonment Approved	G24699	G22510
13864	Fieldwood Energy, LLC	WC	100	A	WC	102	30 SSTI	8	G/C	Permitted for Abandonment Approved	G24253	G22510
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818
11987	Fieldwood Energy, LLC	SM	39	A	SM	40	10 SSTI	6	OIL	Out of Service	G20566	G16320

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
GA	255	A	10050	G30195	G01777	Fieldwood Energy Offshore LLC	06/12/13	GA 241 A005 & B004
MP	154	A	24171	G30337	G10902	Fieldwood Energy Offshore LLC	02/03/17	MP 154 A001 & A002
VR	315	A	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	VR 332 A001, A002, A005 & A006
VR	315	A-AUX	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	Production from VR 315 A RUE
WC	289	A-PROCESS	23036	G14262	G04818	Fieldwood Energy LLC	12/03/93	ROW accessory PF WC 289 A



None

Contract Type	Contract Date	Contract Title	Contract Description
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement 9/1/1981
Land	7/2/1986	FARMOUT AGREEMENT	Farmout Agreement 7/2/1986
Land	1/1/1987	Joint Operating Agreement	Joint Operating Agreement 1-1-87
Land	5/7/1993	Letter Agreement	Letter Agmt. dated 5-7-1993 b/b Shell Offshore Inc. and Freeport McMoran Oil and Gas Company.
Land	6/1/1993	FO	Farmout Agmt. eff. 6-1-1993 b/b Shell Offshore Inc. and Samedan Oil Coporation.
Land	6/11/1993	Joint Operating Agreement	Operating Agreement eff. 6-11-1993 b/b Samedan Oil Corporation and British Borneo Exploration Inc., et al
Land	1/21/1994	Unit Operating Agreement	Unit Operating Agreement for the Viosca Knoll .252 Unit, by and between Samedan Oil Corporation, as Operator, and Continental Land & Fur Co., Inc., dated effective January 21,1994. Preferential Right to Purchase - 15 Days. (Section 26.2)
Land	2/11/1994	Unit Agreement	Unit Agreement For Outer Continental Shelf Exploration, Development and Production Operations on theViosca Knoll 252 Unit designated Contract No. 754394013, by the Minerals Management Service, dated effective February 11, 1994, executed by Samedan Oil Corporation (as Unit Operator) and Chevron U.S.A. Inc.(as a working interest owner).
Land	6/6/1994	Letter Agreement	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. approves, adopts and recognizes the Unit Operating Agreement, dated January 21, 1994 for the Viosca Knoll 252 Unit
Land	6/9/1994	Letter Agreement	Letter Agreement, dated June 9, 1994, by and between Chevron U.S.A. Inc., Samedan Oil Corporation and Continental Land & Fur Co., Inc.
Land	9/20/1995	OA	Operating Agreement eff. 9-20-95 b/b Samedan and Walter
Land	7/1/1996	JOA	7.1.1996 SM 39 Joint Operating Agreement, as amended
Land	7/7/1997	Letter Agreement	Letter Agreement, dated July 7, 1997, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation,concerning of the OCSG 10930 Well #1 in Viosca Knoll Block 251 to a proposed depth of 22,500' and certain earning and assignment provisions, more fully described therein.
Land	11/18/1999	Letter Agreement	Letter Agreement, dated November. 18, 1999, by and between Chevron U.S.A. tic. and Samedan Oil Corporatidri being a COPAS Amendment to Unit Operating Agreement for the Viosca Knoll 252 Unit concerning Subpart (i) of Section m. "Overhead", andimade effective January 1,2000.
Land	8/5/2000	Transfer Agreement	Transfer of Ownership and Title Agreement, made and entered into August 5, 2000, by and between Bonray, Inc.; Energen Resources Corporation; Forcenergy Inc; Gardner Offshore Corporation; Guifstar Energy, Inc;; Gulfstream Energy Services, Inc.; Liberty Energy Gulf Corporation; Range Energy Ventures Corporation; and V.Saia Energy Interests, Inc., as Seller, to Range Resources Corporation and Chevron U.S.A. Inc., concerning the sale of the Main Pass Block 154 Platform "A" and the wells OCS-G 10902 No. A001 and OCS-G 10902 No. A002, all as more fully described in said document.
Land	8/5/2000	ABOS	Bill of Sale, Conveyance and Quit Claim, dated effective August 5, 2000, from Energen Resources Corporation to Chevron •U.S.A. Inc., covering Energeh's right, title 'and interests in and to the 'Main Pass Block 154 Platform"A" and the wells OCS-G 10902. No. A001 and OCS-G 10902 No. A002. all as more fully described in said document.
Land	10/23/2000	Letter Agreement	Letter Agreement, dated October 23, 2000, between Range Resources Corporation and Chevron U.S.A. Inc.,entitled "Annual Reciprocity Notice Regarding Conveyance to Chevron U.S.A. Inc. of Main Pass Black 154, South and East Addition Platform "A" arid Two Wells Thereon, Federal OCS, Offshore Alabama."
Land	12/8/2000	Letter Agreement	Letter Agreement, dated December 8, 2000 (effective December 1, 2000), by and between Chevron U.S.A. Inc.and Williams Field Services - Gulf COperating Agreementst Company, L.P., whereby Chevron U.S.A. Inc. consents to an assignment by Williams Field Services - Gulf COperating Agreementst Company, L.P., to its affiliate, Williams Mobile Bay Producer Services, L.L.C.
Land	1/11/2001	LETTER AGREEMENT	Letter, dated January 11, 2001, from the United States Department of the Interior, Minerals Management Serviceto Chevron U.S.A. Inc., approving the initial participating area plat and Exhibit C for the Viosca Knoll 252 Unit,Agreement No. 754394013, effective November 8, 2000
Land	11/1/2001	Letter Agreement	Letter Agreement, dated November 1, 2001, between Range Resources Corporation and Chevron U.S.A. Inc.,entitled "Satisfaction and Accord of Seller's P&A Obligation, Release and Discharge of Surety Bond Requirement, Amwest Surety Bond No. 15005293, Main Pass Block 154, So. and East Add."
Land	11/3/2001	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	1/9/2002	Letter Agreement	Letter, dated January 9, 2002, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394bl'3, effective December 1, 2001.
Land	3/1/2002	FO	Farmout Agmt. eff. 3-1-2002 b/b Samedan Oil Corporation (Farmor) and Pure Resources, L.P. (Farmee)
Land	6/9/2003	PA	Participation Agmt. eff. 6-9-2003 b/b Samedan Oil Corporation and CLK Company
Land	8/7/2003	PA	Exploration Participation Agreement, dated August 7, 2003, by and between Chevron U.S.A. Inc. and Westport Resources Corporation, as amended, concerning certain Offshore Continental Shelf properties, all as is more fully, provided for and described therein.
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	5/28/2004	Letter Agreement	Letter, dated May 28, 2004, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit Cfor theViosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2003.
Land	8/1/2004	Unit Operating Agreement	Amendment and Supplement to Unit Operating Agreement for the Viosca Knoll 252 Unit, dated August 1,2004, by and between Chevron Uis.A. Inc. and-Noble Energy, Inc
Land	9/1/2004	JOA	Operating Agreement eff. 9-1-04

Land	10/14/2004	Letter Agreement	Letter Agreement, dated October. 14, 2004, between Ghevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terin's, Viosca Knoll 251 "A" Platform/Cadillac Prospect and any Other Future Non-unit Production
Land	10/28/2004	PSA	PSA dated 10-28-2004 but eff. 7-1-2004 B/B Eni Deepwater LLC and Northstar Gulfsands, LLC
Land	11/1/2004	PA	Exploration Participation Agreement, dated November 1, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Company, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein
Land	11/18/2004	Letter Agreement	Letter Agreement, dated November 18; 2004, between Chevron U.S.A. Inc. and Newfield Exploration Company, amending the terms of Letter Agreement, dated October 14, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terms, Viosca Knoll 251 "A" Platform, Cadillac Prospect and any Other Future Non-unit Production:
Land	11/1/2005	Partition and Redemption Agreement	Partition and Redemption Agmt. dated 11-1-2005 b/b Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
Land	11/7/2005	Unit Agreement	Amendment to Unit Agreement, Viosca Knoll Block 252 Unit, Contract No. 754394013, dated November 7, 2005 (effective November 1, 2005) as approved by the Minerals Management Service by letter dated January 10, 2007, but made effective November 8, 2006, replacing Exhibits "A", "B" and "C" and Article 13.1 in its entirety (reduction of Unit Area)
Land	12/20/2005	Letter Agreement	Letter Agreement, dated December 20, 2005, between Noble Energy, Inc. and Ghevron U.S.A. Inc., being a consent to disclose confidential data
Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	1/10/2007	Letter Agreement	Letter dated January 10, 2007, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision Exhibits "A", "B" and "C" reflecting a change in the Unit Area due to contraction provisions in the Viosca Knoll 252 Unit, Agreement No. 754394013.
Land	7/7/2008	Acquisition	Stock Purchase Agmt dated July 7, 2008 b/b Northstar E&P, LP and Dynamic Offshore Resources, LLC
Land	7/7/2008	Letter Agreement	VR 332 A5 Letter Agmt dated July 7, 2008 b/b Northstar Interests, L.C. and Dynamic Offshore Resources, LLC
Land	8/1/2011	ABOS	ABOS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assignor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	11/3/2011	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	5/2/2012	Letter Agreement	Letter, dated May 2, 2012 between Newfield Exploration Company and Chevron U.S.A. Inc., being a waiver of confidentiality provision grant by Chevron in favor of Newfield;
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	10/15/2014	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Prime Offshore L.L.C., Tammany Oil and Gas LLC and Castex Offshore, Inc.
Land	4/2/2015	Consent to Disclose Confidential Information	by and between Fieldwood Energy LLC, Bandon Oil and Gas, LP and Chevron U.S.A. Inc.: VK 252 Unit Area
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc. : MP 77, 78 and VK 251, 252, 340 Fields
Land	10/15/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC and Fairways Offshore Exploration, Inc. : Release and Settlement Agreement
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	10/1/2016	ABOS	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC:
Land	11/21/2016	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC: Offer to Purchase GS E & R America Offshore, LLC's Interest in GI 94, SS 79, VR 332 and WD 34
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	9/19/2017	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC: Offer to Purchase SCL Resources, LLC's Interest in GI 94, SS 79, VR 332 and WD 34
PHA VR 315/VR 332 A01 and VR 333	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and CANNAT ENERGY INC. and CANNAT ENERGY INC.
PHA VR 315/VR 332A02 and VR 333	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and CANNAT ENERGY INC. and CANNAT ENERGY INC.
PHA VR 315/VR 332A05	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and ANKOR E&P HOLDINGS CORPORATION and ANKOR E&P HOLDINGS CORPORATION
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-22 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	6/14/2000	FACILITIES OPERATING AND MAINTENANCE AGMT	WIL174 OP&MN FEE-VK251A by and between Fieldwood and WILLIAMS FIELD SERVICES and WILLIAMS FIELD SERVICES
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	ISCT Contract	ISCT Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Texas Eastern and Texas Eastern

Marketing Gas - Transport	10/1/2014	IT Gathering	Pelican Pipeline by and between Fieldwood Energy LLC and Targa Midstream Services and Targa Midstream Services
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT Transport & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & EI 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT Retrograde & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & EI 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT PTR & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & EI 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas-Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Third Coast Midstream LLC (formerly Panther Operating Company, LLC) and Third Coast Midstream LLC (formerly Panther Operating Company, LLC)
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Liquid Transportation BTU Makeup	11/1/2007	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement-Southeast Lateral (into Bayou Black) 28 0008 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-Liquidslc and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Oil Liquids Transporation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Retrograde Condensate Separation Agreement	9/1/2012	Amendment No. 3 to Retrograde Condensate Separation Agreement	Retrograde Condensate Separation by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Retrograde Condensate Separation Agreement	3/1/2018	Amendment No. 5 to Retrograde Condensate Separation Agreement No. 2393	Retrograde Condensate Separation by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0065	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0069	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/11/2020	STUSCO CONTRACT REF. NO. - CLP0003964	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	1/31/2014	Term Evergreen Lease Purchase	Chevron buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Chevron Products Company and Chevron Products Company
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	10/1/2010	PROCESSING AGREEMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	11/1/2010	PROCESSING AGREEMENT- 1ST AMENDMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	7/24/2012	PROCESSING AGREEMENT- 2ND AMENDMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.

MARKETING - GAS PROCESSING	10/1/1995	CONTRUCTION/OPERATING (NI)	CONTRUCTION/OPERATING (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	9/1/2010	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/18/2010	BALLOT TO EXTEND MCMORAN GPA THOROUGH 12/31/2011	BALLOT TO EXTEND MCMORAN GPA THOROUGH 12/31/2011 by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	12/1/2010	BALLOT TO AMEND EXHIBIT E TO C&O AGREEMENT	BALLOT TO AMEND EXHIBIT E TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	6/1/2012	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/2012	BALLOT TO APPROVE ENTERPRISE AS PLANT OPERATOR TO C&O AGREEMENT	BALLOT TO APPROVE ENTERPRISE AS PLANT OPERATOR TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/2012	APPROVAL OF AFES TO C&O AGREEMENT	APPROVAL OF AFES TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	9/25/2013	BALLOT TO C&O AGREEMENT	BALLOT TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/6/2013	REVISED EXHIBIT C TO C&O AGREEMENT	REVISED EXHIBIT C TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	12/1/2000	SERVICE-DEHYDRATION (NI)	SERVICE-DEHYDRATION (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/1/2000	SERVICE-FRACTIONATION (NI)	SERVICE-FRACTIONATION (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/1992	BASE	BASE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/1995	CONSTRUCTION/OPERATING (NI)	CONSTRUCTION/OPERATING (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/13/1998	RAW MAKE	RAW MAKE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	11/13/1998	AMENDMEMT	AMENDMEMT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/31/2001	LIQ EXCHANGE	LIQ EXCHANGE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/1/2005	GAS PROCESSING AGREEMENT	88/12% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/20/2008	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	88/12% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Environmental/Govt	6/24/2019	Master Services Contract	– IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	10/2/2019	Software License Agreement	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	11/19/2018	Master Service Contract	Regulatory
Environmental/Govt	11/1/2013	Master Services Contract	Platform Audits / BSEE Drawings
Environmental/Govt	10/30/2019	Master Client Agreement	Industry Standards, Analytics, and Research / Subscription Service
Environmental/Govt	11/15/2019	Order Form	Industry Standards, Analytics, and Research / Subscription Service
Land	10/1/2003	PSA	By and Between UNOCAL, Pure Resources, L.P., Pure Partners, L.P. and SPN Resources, LLC (Fieldwood SP)
Land	5/16/2001	JOA	Unocal and Callon dated 5/16/2001 but effective 2/14/2001
Land	8/1/2010	JOA	Amdt to JOA dated 5/16/2001 by and between Unocal and Callon
Land	11/28/1979	QA	McMoRan et al
Land	2/18/2000	OA	b/b Chevron and Samedan
Land	4/1/2004	PSA	Vintage Petroleum and Hunt
Land	11/1/2010	PL	Pipeline Use Agreement b/b LLOG and XTO
Land	5/11/2011	PL	Pipeline Tie-In and Use Agreement
Land	6/1/2010	PSA	Purchase and Sale Agreement by and between Samson Offshore Company and Samson Contour Energy E&P, LLC ("Sellers") and Dynamic Offshore Resources, LLC; includes EC 345 ORRI
Land	1/1/2012	PSA	PURCHASE AND SALE AGREEMENT DATED MAY 9, 2012 BUT EFFECTIVE JANUARY 1 2012, BY AND AMONG HUNT OIL COMPANY/HUNT CHIEFTAIN DEVELOPMENT, L.P./HUNT OIL COMPANY OF LOUISIANA, INC.,AS SELLER, AND DYNAMIC OFFSHORE RESOURCES, LLC,AS BUYER
Land	4/1/2006	PSA	Purchase and Sale Agreement dated August 17, 2006 but effective April 1, 2006
Land	7/7/2005	PSA	b/b El Paso Production Oil & Gas Company and El Paso Production Oil & Gas USA, L.P., as Seller and SPN Resources, LLC as Buyer
Land	1/1/2006	PSA	b/b Petrohawk Energy Corporation and Petrohawk Properties, LP as Seller and Northstar GOM, LLC (formerly called Northstar Gulfsands, LLC) as Buyer
Land	7/1/2013	JEA & OA	Joint Exploration Agreement dated 9/30/2013 but effective 7/1/2013 b/b Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC, and GOM Shelf; OA attached as Exhibit D
Land	7/1/1978	OA	b/b McMoRan and Transco et al

None



Exhibit III-A

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
BRETON SOUND 52/53 FED / SL LA	—	03770	SL- LA	WI	—	—	—	—	50.0%	UNIT
EUGENE ISLAND 010 (SL 19269) - (SL LA)	—	19266	SL- LA	WI	—	—	—	—	17.3%	ACTIVE
FRANKLIN GAP	—	JMB Partnership	Onshore		2/6/2019				100.0%	—
FRANKLIN GAP	—	JMB Partnership	Onshore		2/25/2018				100.0%	—
FRANKLIN GAP	—	Richardson A Caffery et al	Onshore		2/1/2016				100.0%	—
FRANKLIN GAP	—	Caroline Baker Trust No 1	Onshore		1/22/2016				100.0%	—
MYETTE POINT - ONSHORE	—	14519	SL - TX	WI	—	—	—	—	50.0%	UNIT
MYETTE POINT - ONSHORE	—	14520	SL - TX	WI	—	—	—	—	50.0%	UNIT
MYETTE POINT - ONSHORE	—	14914	SL - TX	WI	—	—	—	—	65.6%	UNIT
ONSHORE/ STATE LEASE	—	19051	SL- LA	ORRI	8/9/2006			Southern Oil of Louisiana	0.2%	UNIT
SOUTH PASS 42/43 FED / SL LA	—	16869	SL- LA	WI	—	—	—	—	100.0%	PROD
STATE TRACT 773	—	111650	SL - TX					TR Offshore, LLC	7.2%	ACTIVE
STATE TRACT 773	—	115727	SL - TX					TR Offshore, LLC	7.0%	ACTIVE
STATE TRACT 773	—	114988	SL - TX					TR Offshore, LLC	7.0%	ACTIVE
WEST CAMERON 009 (SL LA)	—	18287	SL- LA	WI	—	—	—	—	44.2%	—
	—	17072	SL- LA	WI	—	—	—	—	37.8%	ACTIVE
	—	42450	SL- LA	WI	—	—	—	Fieldwood Onshore	62.5%	TERMINATED
	—	490100	SL- LA	WI	—	—	—	SandRidge Exploration & Production	100.0%	SCOPING
	—	19334	SL - TX	WI	—	—	—	Elliott Oil & Gas Operating	75.0%	INJECTION
	—	136449	SL - TX	WI	—	—	—	TR Offshore, LLC	7.0%	ACTIVE
	—	09061	SL - TX	WI	—	—	—	Landon Browning	33.3%	TERMIN
	—	168986	SL - TX	WI	—	—	—	Fieldwood Onshore	100.0%	TERMIN
	—	189098	SL - TX	WI	—	—	—	Fieldwood Onshore	100.0%	TERMIN
	—	206882	SL - TX	WI	—	—	—	Fieldwood Onshore	100.0%	TERMIN
BRAZOS A-102/A-105	BA A-102	G01754	Federal	RT	6/1/1968	6/14/2020	5,760	Fieldwood En	100.0%	TERMIN
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT A	7/1/1968		5,760	Fieldwood En	31.3%	PROD
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT A	7/1/1968		5,760	Fieldwood En	56.3%	PROD
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT B	7/1/1968		5,760	Fieldwood En	100.0%	PROD
BRAZOS A-102/A-105	BA A-105	G01757	Federal	OP 1	7/1/1968		5,760	Fieldwood En	87.5%	PROD
BRAZOS A-133	BA A-133	G02665	Federal	RT	7/1/1974		5,760	GOM Shelf	25.0%	PROD
EAST BREAKS 158/159/160/161	EB 158	G02645	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	66.0%	PROD
EAST BREAKS 158/159/160/161	EB 159	G02646	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	66.0%	PROD
EAST BREAKS 158/159/160/161	EB 160	G02647	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	66.7%	PROD
EAST BREAKS 158/159/160/161	EB 160	G02647	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	33.3%	PROD
EAST BREAKS 158/159/160/161	EB 161	G02648	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	66.7%	PROD
EAST BREAKS 158/159/160/161	EB 161	G02648	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	33.3%	PROD
EAST BREAKS 165	EB 165	G06280	Federal	RT	10/1/1983		5,760	Fieldwood SD Off	100.0%	UNIT
EAST BREAKS 165	EB 209	G07397	Federal	RT	9/1/1984		5,760	Fieldwood SD Off	100.0%	UNIT
EAST CAMERON 330	EC 330	G03540	Federal	OP 1	8/1/1977	2/8/2017	5,000	Fieldwood En Off	50.0%	TERMIN
EAST CAMERON 331/332	EC 331	G08658	Federal	OP 1	8/1/1987		5,000	Fieldwood En Off	40.0%	TERMIN
EAST CAMERON 331/332	EC 331	G08658	Federal	OP 2	8/1/1987		5,000	Fieldwood En Off	40.0%	TERMIN
EAST CAMERON 331/332	EC 331	G08658	Federal	OP 1	8/1/1987		5,000	Fieldwood En Off	52.8%	TERMIN
EAST CAMERON 331/332	EC 331	G08658	Federal	OP 2	8/1/1987		5,000	Fieldwood En Off	52.8%	TERMIN
EAST CAMERON 331/332	EC 332	G09478	Federal	RT	5/1/1988		5,000	Fieldwood En Off	88.0%	TERMIN
EAST CAMERON 331/332	EC 332	G09478	Federal	OP 1	5/1/1988		5,000	Fieldwood En Off	88.0%	TERMIN
EAST CAMERON 349	EC 349	G14385	Federal	OP 1	5/1/1994		5,000	W & T Off	25.0%	PROD
EAST CAMERON 349	EC 350	G15157	Federal	OP 1	9/1/1995	12/27/2001	5,000	W & T Off	25.0%	TERMIN
EAST CAMERON 349	EC 356	G13592	Federal	RT	9/1/1992	12/29/1999	5,000	W & T Off	25.0%	RELINQ
EAST CAMERON 371	EC 371	G02267	Federal	CONT	2/1/1973	3/31/2010	5,000	Talos ERT	25%	TERMIN
EUGENE IS. 100	EI 100	00796	Federal	Contractual	5/1/1960	—	5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 173/174/175	EI 175	00438	Federal	OP 1	12/1/1954	—	5,000	Fieldwood En	25.0%	PROD
EUGENE IS. 307	EI 307	G02110	Federal	RT	2/1/1971	11/4/1919	2,500	Fieldwood En Off	25.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 311	G27918	Federal	RT	7/1/2006	9/27/2012	5,000	Dynamic Off Res	60.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	OP 1	6/1/2001	8/7/2020	5,000	Fieldwood En	60.0%	TERMIN
EUGENE IS. 32	EI 32	00196	Federal	OP 1	11/26/1946		5,000	Cox Op	23.7%	PROD
EUGENE IS. 330	EI 330	G02115	Federal	Contractual	1/1/1971		5,000	Fieldwood En	17.0%	UNIT
EUGENE IS. 342/343	EI 342	G02319	Federal	RT A	2/1/1973		5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 53	EI 53	00479	Federal	OP 1	12/1/1954		5,000	Fieldwood En	11.1%	PROD
EUGENE IS. 62/63/77	EI 63	00425	Federal	RT	12/1/1954	10/20/2003	5,000	Fieldwood En Off	100.0%	TERMIN
EWING BANK 782/826 / ST 291	EW 782	G05793	Federal	CONT	7/1/1983	3/25/1994	1093	Fieldwood En	100.0%	TERMIN
GALVESTON 151	GA 151	G15740	Federal	RT	11/1/1995	4/12/2016	4,804	Fieldwood En	33.0%	TERMIN
GALVESTON 210	GA 210	G25524	Federal	OP 1	12/1/2003		5,760	Fieldwood En	16.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP 3	12/1/2003		5,760	Fieldwood En	33.0%	PROD
GALVESTON A-155	GA A-155	G30654	Federal	RT	10/1/2006	5/14/2018	5,760	Peregrine O&G	10.8%	TERMIN
GREEN CANYON 157	GC 157	G24154	Federal	RT	6/1/2002	8/15/2020	5760	LLOG Exp Off	15.0%	TERMIN
GREEN CANYON 157	GC 201	G12210	Federal	OP	5/1/1990		5760	Fieldwood En Off	15.0%	UNIT
GREEN CANYON 200 (Troika)	GC 201	G12210	Federal	RT NE4	5/1/1990		5760	Fieldwood En Off	100.0%	UNIT
GREEN CANYON 200 (Troika)	GC 245	G05916	Federal	CONT	7/1/1983		5760	Fieldwood En Off	100.00%	TERMIN
GREEN CANYON 64/65/108/109/243	GC 64	G07005	Federal	CONT	6/1/1984	5/29/1998	5760	Fieldwood En Off	49.0%	RELINQ
HIGH IS. A-341	HI A-341	G25605	Federal	RT	12/1/2003		5,760	Fieldwood En	40.0%	PROD
HIGH IS. A-365/A-376	HI A-365	G02750	Federal	RT	7/1/1974		5,760	Fieldwood En	49.6%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	RT	7/1/1974		5,760	Fieldwood En	55.4%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-382	G02757	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-474	HI A-474	G02366	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	12.0%	TERMIN
HIGH ISLAND A-474/489	HI A-475	G02367	Federal	CONT	8/1/1973	12/25/1999	5,760	McMoran O&G	12.0%	TERMIN
HIGH IS. A-474	HI A-489	G02372	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	12.0%	TERMIN
HIGH ISLAND A-510	HI A-531	G02696	Federal	OP 1	7/1/1974	11/6/2016	5,760	Fieldwood En Off	75.0%	TERMIN
HIGH IS. A-550	HI A-550	G04081	Federal	RT	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-550	HI A-550	G04081	Federal	OP 1	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-550	HI A-550	G04081	Federal	OP 2	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-563	G02388	Federal	OP 1	8/1/1973		5,760	Cox Op	2.0%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-564	G02389	Federal	OP 1	8/1/1973	4/18/1998	5,760	Cox Op	2.0%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-572	G02392	Federal	RT	8/1/1973	5/18/2006	5,760	Fieldwood En	24.1%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-573	G02393	Federal	RT	8/1/1973		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-581	G18959	Federal	RT	12/1/1997	7/1/2005	5,760	Cox Op	2.0%	TERMIN
HIGH IS. A-563 (563/564/581/582)	HI A-582	G02719	Federal	OP 1	7/1/1974		5,760	Cox Op	2.3%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-595	G02721	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-596	G02722	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
MOBILE BAY 861	MO 861	G05062	Federal	RT	4/1/1982	10/13/2009	5,198	Providence Res GOM 2	100.0%	TERMIN
MOBILE BAY 861	MO 861	G05062	Federal	OP 1	4/1/1982	10/13/2009	5,198	Providence Res GOM 2	50.0%	TERMIN
MAIN PASS 101	MP 101	G22792	Federal	RT	7/1/2001	9/5/2014	4,995	Fieldwood En Off	77.5%	TERMIN
MAIN PASS 109	MP 109	G22794	Federal	OP 1	5/1/2001	4/1/2016	4,995	W & T Off	33.3%	TERMIN
MAIN PASS 109	MP 109	G22794	Federal	OP 2	5/1/2001	4/1/2016	4,995	W & T Off	33.3%	TERMIN
MAIN PASS 77	MP 77	G04481	Federal	RT	11/1/1980		4,655	Fieldwood En Off	18.3%	RELINQ
MAIN PASS 77	MP 77	G04481	Federal	RT	11/1/1980		4,655	Fieldwood En Off	55.6%	RELINQ
SOUTH PELTO 13	PL 13	G03171	Federal	OP 3	7/1/1975	5/23/2018	5,000	ANKOR En	2.0%	TERMIN
VERMILION 272 / SOUTH MARSH 102	SM 102	G24872	Federal	RT	5/1/2003		3,113	Fieldwood En Off	100.0%	PROD
SOUTH MARSH IS. 132	SM 132	G02282	Federal	RT	2/1/1973	4/1/2016	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 135	G19776	Federal	RT	5/1/1998	2/18/2012	3,293	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 136	G02588	Federal	RT	5/1/1974	8/4/2019	2,500	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 137	G02589	Federal	RT	5/1/1974	6/30/2015	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 147	SM 139	G21106	Federal	OP 1	7/1/1999	8/22/2020	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 142	G01216	Federal	RT	6/1/1962	8/7/2020	2,761	Fieldwood En Off	86.1%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 142	G01216	Federal	OP 1	6/1/1962	8/7/2020	2,761	Fieldwood En Off	86.1%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 143	G01217	Federal	CONT	5/1/1962	7/17/1997	2,738	Fieldwood En Off	16.0%	TERMIN
SOUTH MARSH IS. 147	SM 146	G09546	Federal	RT	7/1/1988	6/1/2012	5,000	Dynamic Off Res	100.0%	TERMIN
SOUTH MARSH IS. 147	SM 147	G06693	Federal	RT	7/1/1984	1/14/2011	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 150	G16325	Federal	RT	6/1/1996	5/22/2018	3,329	Fieldwood En	50.0%	RELINQ
SOUTH MARSH IS. 268/269/280/281	SM 268	G02310	Federal	RT	1/1/1973	9/7/2009	3,237	Fieldwood En	30.1%	TERMIN
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	17.7%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	9.1%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	0.4%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280</									

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Exhibit III-A

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
SOUTH MARSH IS. 66	SM 66	G01198	Federal	RT	6/1/1962	9/25/2019	5,000	Fieldwood En	50.0%	TERMIN
VERMILION 272 / SOUTH MARSH 102	SM 87	G24870	Federal	RT	5/1/2003		3,077	Castex Off	100.0%	PROD
SOUTH PASS 60	SP 17	G02938	Federal	RT	11/1/1974		962	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 37	SP 37	00697	Federal	OP 1	10/1/1959	—	2,500	Whitney O&G	44.0%	PROD
SOUTH PASS 42/43 FED / SL LA	SP 42	03011	SL- LA	WI	—	—	—	—	100.0%	SOP
SOUTH PASS 60	SP 59	G02942	Federal	RT	11/1/1974		1,657	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 59	G02943	Federal	RT	11/1/1974		907	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 59, SP 60	G01608	Federal	RT	7/1/1967		3,510	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 6	G03337	Federal	RT	4/1/1976		318	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 6	G03337	Federal	OP	4/1/1976		318	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 60	G02137	Federal	RT	11/1/1971		1,762	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 61	G01609	Federal	RT	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 60	SP 61	G01609	Federal	OP 1	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 60	SP 66	G01611	Federal	RT	6/1/1967		4,310	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 67	G01612	Federal	RT	7/1/1967		5,000	Fieldwood En Off	100.0%	UNIT
SHIP SHOAL 149	SS 149	00434	Federal	OP 1	1/1/1955	2/25/2020	5,000	W & T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	00434	Federal	OP 2	1/1/1955	2/25/2020	5,000	W & T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	00434	Federal	OP 1	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	00434	Federal	OP 2	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 169/182/193/194	SS 169	00820	Federal	RT	4/1/1960		5,000	Fieldwood En	33.3%	PROD
SHIP SHOAL 177	SS 177	00590	Federal	RT	9/1/1955		5,000	W & T Off	25.0%	PROD
SHIP SHOAL 189	SS 189	G04232	Federal	OP 5	12/1/1979		5,000	Fieldwood En	1.0%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	20.9%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	0.2%	PROD
SHIP SHOAL 190/206/216	SS 206	G01522	Federal	RT	7/1/1967		5,000	Fieldwood En	40.0%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	0.28%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	26.3%	UNIT
SHIP SHOAL 214	SS 214	00828	Federal	RT	5/1/1960		5,000	W & T Off	35.5%	PROD
SHIP SHOAL 214	SS 214	00828	Federal	OP 1	5/1/1960		5,000	W & T Off	13.5%	PROD
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	19.7%	PROD
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	0.3%	PROD
SHIP SHOAL 233/238	SS 232	G15293	Federal	RT	9/1/1995	2/10/2012	5,000	W & T Off	33.8%	TERMIN
SHIP SHOAL 214	SS 233	G01528	Federal	RT	7/1/1967		5,000	W & T Off	33.8%	PROD
SHIP SHOAL 233/238	SS 238	G03169	Federal	RT	7/1/1975		5,000	W & T Off	34.5%	PROD
SHIP SHOAL 233/238	SS 238	G03169	Federal	OP 2	7/1/1975		5,000	Peregrine O&G II	34.5%	PROD
SHIP SHOAL 246/247/248/270/271	SS 246	G01027	Federal	OP 11	6/1/1962		5,000	Fieldwood En Off	80.7%	TERMIN
SHIP SHOAL 246/247/248/270/271	SS 246	G01027	Federal	OP 13	6/1/1962		5,000	Fieldwood En Off	76.8%	TERMIN
SHIP SHOAL 246/247/248/270/271	SS 247	G01028	Federal	RT B	6/1/1962		5,000	Fieldwood En Off	89.2%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 247	G01028	Federal	RT C	6/1/1962		5,000	Fieldwood En Off	77.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 248	G01029	Federal	RT B	6/1/1962		5,000	Fieldwood En Off	77.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	79.7%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	68.8%	UNIT
SHIP SHOAL 252/253	SS 252	G01529	Federal	RT	7/1/1967		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 252	G01529	Federal	OP 1	7/1/1967		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 252	G01529	Federal	OP 2	7/1/1967		5,000	Fieldwood En Off	31.9%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	RT	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 4	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 5	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 246/247/248/270/271	SS 270	G01037	Federal	RT	3/13/1962		5,000	Fieldwood En Off	89.2%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 271	G01038	Federal	RT	3/13/1962		5,000	Fieldwood En Off	72.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 271	G01038	Federal	OP	3/13/1962		5,000	Fieldwood En Off	72.3%	UNIT
SHIP SHOAL 300/314/315	SS 291	G02923	Federal	RT B	12/1/1974		3,750	Fieldwood En	15.4%	OPERN
SHIP SHOAL 300/314/315	SS 300	G07760	Federal	RT	8/1/1985		5,000	W & T Off	24.3%	PROD
SHIP SHOAL 300/314/315	SS 315	G09631	Federal	RT	6/1/1988		5,000	W & T Off	25.0%	PROD
SHIP SHOAL 300/314/315	ST 169	G01253	Federal	RT	6/1/1962	1/8/2010	4,708	Beryl O&G	100.0%	TERMIN
SOUTH TIMBALIER 195	ST 195	G03593	Federal	RT	8/1/1977	2/5/2019	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH TIMBALIER 316	ST 315	G23946	Federal	RT	7/1/2002		4,458	W & T Off	50.0%	PROD
SOUTH TIMBALIER 316	ST 316	G22762	Federal	RT	6/1/2001		4,435	W & T Off	40.0%	PROD
VIOSCA KNOLL 780	VK 824	G15436	Federal	CONT	9/1/1995	8/20/2013	5,760	Fieldwood En	6.1%	RELINQ
VIOSCA KNOLL 826 (NEPTUNE)	VK 826	G06888	Federal	RT	6/1/1984	5/16/2018	5760	Fieldwood En	100.0%	TERMIN
VK0826-VIOSCA KNOLL 826 (NEPTUNE) SW	VK 917	G15441	Federal	OP	7/1/1995		5760	Fieldwood En	85.0%	PROD
VIOSCA KNOLL 917 / 962 (SWORDFISH)	VK 962	G15445	Federal	OP 1	7/1/1995	8/4/2019	5760	Fieldwood En	85.0%	TERMIN
VERMILION 196	VR 196	G19760	Federal	OP 1	8/1/1998		5,000	Fieldwood En Off	38.13%	TERMIN
VERMILION 196	VR 196	G19760	Federal	OP 1	8/1/1998		5,000	Fieldwood En Off	25.0%	TERMIN
VERMILION 196	VR 207	G19761	Federal	OP 1	8/1/1998	7/27/2009	5,000	Fieldwood En Off	46.4%	RELINQ
VERMILION 261/262	VR 261	G03328	Federal	RT	4/1/1976	8/10/2020	5,429	Fieldwood En	25.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	OP 1	4/1/1976	8/10/2020	5,429	Fieldwood En	25.0%	TERMIN
VERMILION 261/262	VR 262	G34257	Federal	RT	10/1/2012	1/7/2017	5,485	Fieldwood En	25.0%	RELINQ
VERMILION 272 / SOUTH MARSH 102	VR 272	G23829	Federal	RT	6/1/2002		4,381	Fieldwood En Off	100.0%	PROD
VERMILION 272 / SOUTH MARSH 102	VR 273	G14412	Federal	OP 3	5/1/1994	6/1/2010	5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 279	VR 279	G11881	Federal	OP 1	5/1/1990		5,000	Talos En Off	50.0%	TERMIN
VERMILION 313	VR 313	G01172	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 313	VR 313	G01172	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 408	VR 408	G15212	Federal	CONT	7/1/1995		5,000	Fieldwood En	33.2%	PROD
WEST CAMERON 171	WC 171	G01997	Federal	RT	1/1/1971	1/31/2014	5,000	XTO	33.5%	TERMIN
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	Fieldwood En	13.8%	PROD
WEST CAMERON 485/507	WC 485	G02220	Federal	RT	2/1/1973		5,000	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 498	WC 498	G03520	Federal	RT	8/1/1977		5,000	Cox Op	3.7%	PROD
WEST CAMERON 485/507	WC 507	G02549	Federal	RT	4/1/1974		2,500	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 485/507	WC 507	G02549	Federal	OP 1	4/1/1974		2,500	Fieldwood En Off	50.0%	UNIT
WEST CAMERON 485/507	WC 507	G10594	Federal	RT	6/1/1989		2,500	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP 4	12/1/1974		5,000	Fieldwood En	18.8%	PROD
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP 2	12/1/1974		3,750	Fieldwood En	25.0%	PROD
WEST CAMERON 35/65/66	WC 67	G03256	Federal	CONT	9/1/1975		5,000	Fieldwood En	17.5%	TERMIN
WEST CAMERON 71/72/102	WC 72	G23735	Federal	RT	7/1/2002		5,000	Fieldwood En Off	75.0%	PROD
WEST CAMERON 71/72/102	WC 96	G23740	Federal	OP 1	5/1/2002		5,000	Talos	25.0%	UNIT
WEST DELTA 90/103	WD 103	G12360	Federal	OP 1	5/1/1960		1,016	Fieldwood En	18.8%	PROD
WEST DELTA 121/122	WD 121	G19843	Federal	OP 1	8/1/1998		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 1	8/1/1992		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 2	8/1/1992		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 27	WD 27	G04473	Federal	RT B	11/1/1980		5,000	Cox Op	13.8%	PROD
WEST DELTA 79/80	WD 57, WD 79, WD 80	G01449	Federal	RT	5/1/1966		3,125	Fieldwood En Off	100.0%	UNIT
WEST DELTA 63/64	WD 63	G19839	Federal	OP 1	6/1/1998	5/25/2016	5,000	Peregrine O&G	12.5%	RELINQ
WEST DELTA 63/64	WD 64	G25008	Federal	RT	5/1/2003	2/21/2017	5,000	Peregrine O&G	5.9%	TERMIN
WEST DELTA 73/74	WD 73	G01083	Federal	OP 2	6/1/1962		5,000	Cox Op	5.9%	UNIT
WEST DELTA 73/74	WD 74	G01084	Federal	OP 1	6/1/1962		5,000	Cox Op	5.9%	UNIT
WEST DELTA 79/80	WD 79, WD 80	G01874	Federal	RT	12/1/1968		3,438	Fieldwood En Off	100.0%	UNIT
WEST DELTA 79/80	WD 80	G01989	Federal	RT	8/1/1970		1,875	Fieldwood En Off	100.0%	UNIT
WEST DELTA 79/80	WD 80	G02136	Federal	RT	1/1/1972		938	Fieldwood En Off	100.0%	UNIT
WEST DELTA 86	WD 85	G04895	Federal	RT	12/1/1981	5/9/2019	2,630	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 85	G04895	Federal	OP 1	12/1/1981	5/9/2019	2,630	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G02934	Federal	RT	12/1/1974	8/30/2010	2,500	SPN Res	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	RT	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 1	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 2	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 3	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 90/103	WD 90	G01089	Federal	OP 3	6/1/1962		5,000	Fieldwood En	18.8%	PROD

Asset Name	FWE Acct. Code	Lease Number	API
ACOM O H EST GU 3R	ACOMGU3	168986	42071321150
ARCO SANGER EST 5	ARCOSANG5	09061	422973358000
BRAZOS A-102 #A002	BAA102A02	G01754	427054002500
BRAZOS A-105 #002	BAA105002	G01757	427054000400
BRAZOS A-105 #A001	BAA105A01	G01757	427054003100
BRAZOS A-105 #A003	BAA105A03	G01757	427054002900
BRAZOS A-105 #A004	BAA105A04	G01757	427054003000
BRAZOS A-105 #A005	BAA105A05	G01757	427054003200
BRAZOS A-105 #B001	BAA105B010	G01757	427054012200
BRAZOS A-105 #B001	BAA105B010	G01757	427054012200
BRAZOS A-105 #B002	BAA105B020	G01757	427054012600
BRAZOS A-105 #B002	BAA105B020	G01757	427054012600
BRAZOS A-105 #B003	BAA105B030	G01757	427054012800
BRAZOS A-105 #B003	BAA105B030	G01757	427054012800
BRAZOS A-105 #B004	BAA105B040	G01757	427054013000
BRAZOS A-105 #B004	BAA105B040	G01757	427054013000
BRAZOS A-105 #B005	BAA105B050	G01757	427054013300
BRAZOS A-105 #B005	BAA105B050	G01757	427054013300
BRAZOS A-133 #A001	BAA133A010	G02665	427054002400
BRAZOS A-133 #A002	BAA133A020	G02665	427054003300
BRAZOS A-133 #A003	BAA133A030	G02665	427054003500
BRAZOS A-133 #A004 ST1	BAA133A041	G02665	427054004301
BRAZOS A-133 #A005 ST1	BAA133A051	G02665	427054004001
BRAZOS A-133 #A006	BAA133A060	G02665	427054004500
BRAZOS A-133 #A007	BAA133A070	G02665	427054004800
BRAZOS A-133 #A008	BAA133A080	G02665	427054005200
BRAZOS A-133 #A009	BAA133A090	G02665	427054005400
BRAZOS A-133 #A010	BAA133A100	G02665	427054013100
BRAZOS A-133 #C001	BAA133C010	G02665	427054007800
BRAZOS A-133 #C002	BAA133C020	G02665	427054008200
BRAZOS A-133 #C003	BAA133C030	G02665	427054010700
BRAZOS A-133 #C004	BAA133C040	G02665	427054013500
BRAZOS A-133 #D001 ST1	BAA133D011	G02665	427054009201
BRAZOS A-133 #D003	BAA133D030	G02665	427054012700
BRETON SOUND 053 #001 SL3770	SL0377001	03770	1.7726E+11
BRETON SOUND 053 #007 SL 3770	SL0377007	03770	177262015800
BRETON SOUND 053 #008 SL 3770	SL0377008	03770	177262016300
EAST BREAKS 158 #A003	EB158A03	G02645	608044004104
EAST BREAKS 158 #A007	EB158A07	G02645	608044005100
EAST BREAKS 158 #A012	EB158A12	G02645	608044005601
EAST BREAKS 158 #A014	EB158A14	G02645	608044005901
EAST BREAKS 159 #A002	EB159A02	G02646	608044003800
EAST BREAKS 159 #A005	EB159A05	G02646	608044004503
EAST BREAKS 159 #A006	EB159A06	G02646	608044004401
EAST BREAKS 159 #A009	EB159A09	G02646	608044005200
EAST BREAKS 159 #A011	EB159A11	G02646	608044005400
EAST BREAKS 159 #A017	EB159A17	G02646	608044018300
EAST BREAKS 160 #A005 HB-2	EB160A05	G02647	608044003700
EAST BREAKS 160 #A005 HB-2	EB160A05	G02647	608044003700
EAST BREAKS 160 #A009 HB2	EB160A09	G02647	608044005800
EAST BREAKS 160 #A009 HB2	EB160A09	G02647	608044005800
EAST BREAKS 160 #A010 GA1	EB160A10	G02647	608044008702
EAST BREAKS 160 #A010 GA1	EB160A10	G02647	608044008702
EAST BREAKS 160 #A016	EB160A16	G02647	608044006000

Asset Name	FWE Acct. Code	Lease Number	API
EAST BREAKS 160 #A016	EB160A16	G02647	608044006000
EAST BREAKS 160 #A018 ST4	EB160A18	G02647	608044006904
EAST BREAKS 160 #A018 ST4	EB160A18	G02647	608044006904
EAST BREAKS 160 #A023	EB160A23	G02647	608044003900
EAST BREAKS 160 #A023	EB160A23	G02647	608044003900
EAST BREAKS 160 #A025	EB160A25	G02647	608044004600
EAST BREAKS 160 #A025	EB160A25	G02647	608044004600
EAST BREAKS 160 #A027 HB2	EB160A27	G02647	608044004900
EAST BREAKS 160 #A027 HB2	EB160A27	G02647	608044004900
EAST BREAKS 160 #A031 HB2	EB160A31	G02647	608044008400
EAST BREAKS 160 #A031 HB2	EB160A31	G02647	608044008400
EAST BREAKS 160 #A033 ST TA	EB160A33	G02647	608044007002
EAST BREAKS 160 #A033 ST TA	EB160A33	G02647	608044007002
EAST BREAKS 161 #002 (CORONA)	EB16102	G02648	608044022600
EAST BREAKS 161 #002 (CORONA)	EB16102	G02648	608044022600
EAST BREAKS 161 #A001 ST	EB161A01	G02648	608044002801
EAST BREAKS 161 #A001 ST	EB161A01	G02648	608044002801
EAST BREAKS 161 #A002	EB161A02	G02648	608044003100
EAST BREAKS 161 #A002	EB161A02	G02648	608044003100
EAST BREAKS 161 #A003 HB4	EB161A03	G02648	608044002900
EAST BREAKS 161 #A003 HB4	EB161A03	G02648	608044002900
EAST BREAKS 161 #A007 GM1	EB161A07	G02648	608044004300
EAST BREAKS 161 #A007 GM1	EB161A07	G02648	608044004300
EAST BREAKS 161 #A008 HB2	EB161A08	G02648	608044004800
EAST BREAKS 161 #A008 HB2	EB161A08	G02648	608044004800
EAST BREAKS 161 #A013 ST	EB161A13	G02648	608044024501
EAST BREAKS 161 #A013 ST	EB161A13	G02648	608044024501
EAST BREAKS 161 #A029 GA3	EB161A29	G02648	608044005300
EAST BREAKS 161 #A029 GA3	EB161A29	G02648	608044005300
EAST BREAKS 165 #A001	EB165A01	G06280	608044010800
EAST BREAKS 165 #A002	EB165A02	G06280	608044010900
EAST BREAKS 165 #A003	EB165A03	G06280	608044011100
EAST BREAKS 165 #A004	EB165A04	G06280	608044011200
EAST BREAKS 165 #A005	EB165A05	G06280	608044011300
EAST BREAKS 165 #A007	EB165A07	G06280	608044011700
EAST BREAKS 165 #A008	EB165A08	G06280	608044011600
EAST BREAKS 165 #A009	EB165A09	G06280	608044011900
EAST BREAKS 165 #A010	EB165A10	G06280	608044011802
EAST BREAKS 165 #A011	EB165A11	G06280	608044012300
EAST BREAKS 165 #A012	EB165A12	G06280	608044012200
EAST BREAKS 165 #A014	EB165A14	G06280	608044012501
EAST BREAKS 165 #A015	EB165A15	G06280	608044012800
EAST BREAKS 165 #A017	EB165A17	G06280	608044013100
EAST BREAKS 165 #A018	EB165A18	G06280	608044013201
EAST BREAKS 165 #A019	EB165A19	G06280	608044013302
EAST BREAKS 165 #A020	EB165A20	G06280	608044013501
EAST BREAKS 165 #A021	EB165A21	G06280	608044013400
EAST BREAKS 165 #A022	EB165A22	G06280	608044013700
EAST BREAKS 165 #A023	EB165A23	G06280	608044013600
EAST BREAKS 165 #A024	EB165A24	G06280	608044014000
EAST BREAKS 165 #A025	EB165A25	G06280	608044013900
EAST BREAKS 165 #A026	EB165A26	G06280	608044014100
EAST BREAKS 165 #A029	EB165A29	G06280	608044014401
EAST BREAKS 165 #A030	EB165A30	G06280	608044014501

Asset Name	FWE Acct. Code	Lease Number	API
EAST BREAKS 209 #A013 GA RA13	EB209A13	G07397	608044012400
EAST CAMERON 330 #B003	EC330B03	G03540	177044055600
EAST CAMERON 330 #B004	EC330B04	G03540	177044055800
EAST CAMERON 330 #B005	EC330B05	G03540	177044056100
EAST CAMERON 330 #B006	EC330B06	G03540	177044056200
EAST CAMERON 330 #B008	EC330B08	G03540	177044056800
EAST CAMERON 331 #A001	EC331A01	G08658	177044076300
EAST CAMERON 331 #A001	EC331A01	G08658	177044076300
EAST CAMERON 331 #A003	EC331A03	G08658	177044076400
EAST CAMERON 331 #A003	EC331A03	G08658	177044076400
EAST CAMERON 331 #A004	EC331A04	G08658	177044076700
EAST CAMERON 331 #A004	EC331A04	G08658	177044076700
EAST CAMERON 331 #A009	EC331A09	G08658	177044079400
EAST CAMERON 331 #A009	EC331A09	G08658	177044079400
EAST CAMERON 331 #A010	EC331A10	G08658	177044079500
EAST CAMERON 331 #A010	EC331A10	G08658	177044079500
EAST CAMERON 331 #A012	EC331A12	G08658	177044083300
EAST CAMERON 331 #A012	EC331A12	G08658	177044083300
EAST CAMERON 331 #A013	EC331A13	G08658	177044083400
EAST CAMERON 331 #A013	EC331A13	G08658	177044083400
EAST CAMERON 332 #A002	EC332A02	G09478	177044076200
EAST CAMERON 332 #A005	EC332A05	G09478	177044076800
EAST CAMERON 332 #A006	EC332A06	G09478	177044077301
EAST CAMERON 332 #A007	EC332A07	G09478	177044077400
EAST CAMERON 332 #A008	EC332A08	G09478	177044077700
EAST CAMERON 332 #A011	EC332A11	G09478	177044083101
EAST CAMERON 332 #A014	EC332A14	G09478	177044094600
EAST CAMERON 332 #A016	EC332A16	G09478	177044097901
EAST CAMERON 332 #A017	EC332A17	G09478	177044078103
EAST CAMERON 349 #A001	EC349A01	G15157	177044082700
EAST CAMERON 349 #A002U	EC349A02U	G13592	177044081400
EAST CAMERON 349 #A004	EC349A04	G14385	177044097700
EAST CAMERON 350 #A005 S04	EC350A05	G15157	177044098200
EAST CAMERON 356 #A003	EC356A03	G13592	177044097301
EAST CAMERON 371 #A002	EC371A02	G02267	177044094300
EUGENE IS 032 #008	EI03208	00196	177090061800
EUGENE IS 032 #010	EI03210	00196	177090072400
EUGENE IS 032 #011	EI03211	00196	177090054400
EUGENE IS 032 #012	EI03212	00196	177090054500
EUGENE IS 032 #016	EI03216	00196	177090061500
EUGENE IS 032 #020	EI03220	00196	177092019100
EUGENE IS 032 #022	EI03222	00196	177094014800
EUGENE IS 032 #024	EI03224	00196	177094032800
EUGENE IS 032 #026	EI03226	00196	177094097200
EUGENE IS 032 #028	EI03228	00196	177094098601
EUGENE IS 032 #029	EI03229	00196	177094110003
EUGENE IS 032 #030	EI03230	00196	177094116401
EUGENE IS 032 #031	EI03231	00196	177094126501
EUGENE IS 032 #032	EI03232	00196	177094126700
EUGENE IS 032 #033	EI03233	00196	177094136900
EUGENE IS 032 #A001	EI032A01	00196	177090052800
EUGENE IS 032 #A002	EI032A02	00196	177090052901
EUGENE IS 032 #A003	EI032A03	00196	177090053000
EUGENE IS 032 #A005	EI032A05	00196	177090053200



Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 032 #A006	EI032A06	00196	1770900533
EUGENE IS 032 #E001	EI032E01	00196	177090053800
EUGENE IS 032 #E002	EI032E02	00196	177090053900
EUGENE IS 032 #E003	EI032E03	00196	177090054000
EUGENE IS 032 #E004	EI032E04	00196	177090054100
EUGENE IS 032 #F001	EI032F01	00196	177090054200
EUGENE IS 053 #008D	EI053008D0	00479	177094086200
EUGENE IS 053 #009	EI05300900	00479	177094094000
EUGENE IS 053 #B001D	EI053B01D0	00479	177094085900
EUGENE IS 053 #C002	EI053C0200	00479	177094122600
EUGENE IS 053 #G001 ST1	EI053G01D2	00479	177094144201
EUGENE IS 100 #013	EI10013	00796	177090032601
EUGENE IS 100 #020	EI10020	00796	177090088800
EUGENE IS 100 #024	EI10024	00796	177092019204
EUGENE IS 100 #027	EI10027	00796	177092018602
EUGENE IS 100 #030	EI10030	00796	177094052700
EUGENE IS 100 #031	EI10031	00796	177094091603
EUGENE IS 100 #033	EI10033	00796	177094093001
EUGENE IS 100 #041	EI10041	00796	177094115601
EUGENE IS 175 #D008	EI175D0800	00438	177094003900
EUGENE IS 175 #F001 ST1	EI175F0101	00438	177094035401
EUGENE IS 175 #F003 ST	EI175F0302	00438	177094039702
EUGENE IS 175 #F004 ST	EI175F0401	00438	177094041001
EUGENE IS 175 #F005	EI175F0500	00438	177094042900
EUGENE IS 175 #F007	EI175F0700	00438	177094048900
EUGENE IS 175 #F009	EI175F0901	00438	177094087601
EUGENE IS 175 #H002	EI175H0200	00438	177094106700
EUGENE IS 175 #H003	EI175H0300	00438	177094110800
EUGENE IS 175 #H004	EI175H0400	00438	177094110900
EUGENE IS 175 #H005 ST1BP1	EI175H0502	00438	177094112002
EUGENE IS 175 #I002	EI175I0201	00438	177094107101
EUGENE IS 175 #I004	EI175I0400	00438	177094109200
EUGENE IS 175 #J002 ST1	EI175J0201	00438	177094123201
EUGENE IS 307 #A001	EI307A01	G02110	177104007400
EUGENE IS 307 #A002	EI307A02	G02110	177104042401
EUGENE IS 307 #A003	EI307A03	G02110	177104059300
EUGENE IS 307 #A004	EI307A04	G02110	177104060900
EUGENE IS 307 #A005	EI307A05	G02110	177104062000
EUGENE IS 307 #A006	EI307A06	G02110	177104065900
EUGENE IS 307 #A007	EI307A07	G02110	177104067100
EUGENE IS 307 #A008	EI307A08	G02110	177104164600
EUGENE IS 307 #B001	EI307B01	G02110	177104078501
EUGENE IS 307 #B003	EI307B03	G02110	177104113302
EUGENE IS 307 #B008	EI307B08	G02110	177104153802
EUGENE IS 311 #D003	EI311D03	G27918	177104162000
EUGENE IS 312 #D001	EI312D0100	G22679	177104160900
EUGENE IS 312 #D002	EI312D0200	G22679	177104161900
EUGENE IS 330 #B015 ST1	EI330B1501	G02115	177104028601
EUGENE IS 342 #004	EI34200400	G02319	177104113000
EUGENE IS 342 #C002 ST1	EI342C0201	G02319	177104110601
EUGENE IS 342 #C003	EI342C0300	G02319	177104114000
EUGENE IS 342 #C004	EI342C0401	G02319	177104120101
EUGENE IS 342 #C005	EI342C0502	G02319	177104120202
EUGENE IS 342 #C006	EI342C0600	G02319	177104120300



Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 342 #C007	EI342C0700	G02319	177104120800
EUGENE IS 342 #C008	EI342C0800	G02319	177104121000
EUGENE IS 342 #C009	EI342C0900	G02319	177104121300
EUGENE IS 342 #C011	EI342C1100	G02319	177104122000
EUGENE IS 342 #C012	EI342C1200	G02319	177104122200
EUGENE IS 342 #C013	EI342C1300	G02319	177104122700
EUGENE IS 342 #C014	EI342C1400	G02319	177104135800
EUGENE IS 342 #C015	EI342C1501	G02319	177104162101
EUGENE IS 342 #C016	EI342C1601	G02319	177104162201
EUGENE IS 342 #C017 BP1	EI342C1701	G02319	177104162501
EVANS GAS UNIT 1	EVANS GASU1	19334	4216701288
EVANS OIL UNIT 1	EVANS OILU1	19334	4216701288
EWING BANK 782 #A012	EW826A1200	G05793	608105001800
FROST - ACOM GU 1	FROSTAC1	189098	42071320621
FROST - ACOM GU 2	FROSTAC2	206882	42071320921
GALVESTON 151 #005	GA15100500	G15740	427064044200
GALVESTON 210 #001	GA21000100	G25524	427064044300
GALVESTON 210 #002	GA21000200	G25524	427064044800
GALVESTON A-155 #A001	GAA155A01	G30654	427074010800
GREEN CANYON 064 #A040	GC064A40	G07005	608114016202
GREEN CANYON 157 SS003	GC157003	G24154	608114043901
GREEN CANYON 201 #001 ST2	GC201001	G12210	608114043802
GREEN CANYON 201 SS001	GC157001	G12210	608114043802
GREEN CANYON 245 # TA 8 TROIKA	-	G05916	608114032900
HAYES LUMBER 1 - HBY 4 RC SUA	HAYESLUM1	42450	17053212861
HAYES LUMBER CO 28 2	HAYESLUM02	Onshore	170532123800
HAYES LUMBER HBY 4 RA SUA 1ALT	HAYESLUM01	42450	170532122800
HAYES MINERALS 29 001	HAYESMIN29	42450	170532130600
HELIS 2	HELIS2	17072	1704520888
HIGH ISLAND A-341 #B001	HIA341B010	G25605	427114085900
HIGH ISLAND A-341 #B002	HIA341B020	G25605	427114087101
HIGH ISLAND A-365 #A001	HIA365A010	G02750	427114052200
HIGH ISLAND A-365 #A004	HIA365A040	G02750	427114053700
HIGH ISLAND A-365 #A006	HIA365A060	G02750	427114053100
HIGH ISLAND A-365 #A007	HIA365A070	G02750	427114054100
HIGH ISLAND A-365 #A008	HIA365A080	G02750	427114054800
HIGH ISLAND A-365 #A010	HIA365A100	G02750	427114055200
HIGH ISLAND A-365 #A012	HIA365A120	G02750	427114055600
HIGH ISLAND A-365 #A013 ST1	HIA365A131	G02750	427114055801
HIGH ISLAND A-365 #A016	HIA365A160	G02750	427114056700
HIGH ISLAND A-365 #A020	HIA365A200	G02750	427114057500
HIGH ISLAND A-365 #A021	HIA365A210	G02750	427114057600
HIGH ISLAND A-365 #A024	HIA365A240	G02750	427114066300
HIGH ISLAND A-365 #A025	HIA365A250	G02750	427114066500
HIGH ISLAND A-376 #A002 ST1	HIA376A021	G02754	427114052601
HIGH ISLAND A-376 #A003	HIA376A030	G02754	427114052700
HIGH ISLAND A-376 #A005	HIA376A050	G02754	427114053500
HIGH ISLAND A-376 #A009	HIA376A090	G02754	427114054400
HIGH ISLAND A-376 #A011	HIA376A110	G02754	427114055000
HIGH ISLAND A-376 #A014 ST2	HIA376A142	G02754	427114056002
HIGH ISLAND A-376 #A015	HIA376A150	G02754	427114056200
HIGH ISLAND A-376 #A017	HIA376A170	G02754	427114057200
HIGH ISLAND A-376 #A018	HIA376A180	G02754	427114057300
HIGH ISLAND A-376 #A019	HIA376A190	G02754	427114057400

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-376 #A022	HIA376A220	G02754	427114057700
HIGH ISLAND A-376 #B001	HIA376B010	G02754	427114068700
HIGH ISLAND A-376 #B002	HIA376B020	G02754	427114068900
HIGH ISLAND A-376 #B003	HIA376B031	G02754	427114078701
HIGH ISLAND A-376 #B004	HIA376B041	G02754	427114079001
HIGH ISLAND A-376 #B005	HIA376B050	G02754	427114079600
HIGH ISLAND A-376 #C001	HIA376C010	G02754	427114088900
HIGH ISLAND A-376 #C002	HIA376C020	G02754	427114089600
HIGH ISLAND A-376 #C003	HIA376C030	G02754	427114089500
HIGH ISLAND A-376 #C004	HIA376C040	G02754	427114089400
HIGH ISLAND A-382 #A009	HIA382A090	G02757	427094018600
HIGH ISLAND A-382 #B013	HIA382B130	G02757	427094025500
HIGH ISLAND A-382 #F001 ST1	HIA382F011	G02757	427114059401
HIGH ISLAND A-382 #F002	HIA382F020	G02757	427114059800
HIGH ISLAND A-382 #F003	HIA382F031	G02757	427114059901
HIGH ISLAND A-382 #F004	HIA382F040	G02757	427114060600
HIGH ISLAND A-382 #F005	HIA382F050	G02757	427114060900
HIGH ISLAND A-382 #F006	HIA382F061	G02757	427114061001
HIGH ISLAND A-382 #F008	HIA382F080	G02757	427114061700
HIGH ISLAND A-382 #F010 ST5	HIA382F105	G02757	427114062605
HIGH ISLAND A-382 #F011	HIA382F110	G02757	427114063100
HIGH ISLAND A-382 #F012	HIA382F121	G02757	427114063601
HIGH ISLAND A-382 #F013	HIA382F130	G02757	427114063800
HIGH ISLAND A-382 #F014	HIA382F140	G02757	427114063900
HIGH ISLAND A-382 #F015	HIA382F151	G02757	427114064701
HIGH ISLAND A-382 #F017	HIA382F171	G02757	427114066701
HIGH ISLAND A-382 #F019	HIA382F190	G02757	427114067100
HIGH ISLAND A-382 #F020	HIA382F200	G02757	427114067500
HIGH ISLAND A-382 #F021	HIA382F211	G02757	427114067801
HIGH ISLAND A-474 #A001	HIA474A010	G02366	427094017100
HIGH ISLAND A-474 #A002	HIA474A020	G02366	427094017200
HIGH ISLAND A-474 #A003	HIA474A030	G02366	427094019900
HIGH ISLAND A-474 #A004	HIA474A040	G02366	427094022800
HIGH ISLAND A-474 #A005	HIA474A050	G02366	427094023500
HIGH ISLAND A-474 #A006	HIA474A060	G02366	427094024300
HIGH ISLAND A-474 #A007	HIA474A070	G02366	427094027702
HIGH ISLAND A-474 #A008	HIA474A080	G02366	427094026100
HIGH ISLAND A-474 #A010	HIA474A100	G02366	427094029400
HIGH ISLAND A-474 #A011	HIA474A110	G02366	427094030000
HIGH ISLAND A-474 #A012	HIA474A120	G02366	427094030801
HIGH ISLAND A-474 #A013	HIA474A130	G02366	427094036104
HIGH ISLAND A-474 #A014	HIA474A140	G02366	427094035000
HIGH ISLAND A-474 #A017	HIA474A170	G02366	427094032500
HIGH ISLAND A-474 #A020	HIA474A200	G02366	427094038500
HIGH ISLAND A-474 #A021	HIA474A210	G02366	427094040700
HIGH ISLAND A-474 #B023	HIA474B230	G02366	427094037200
HIGH ISLAND A-475 #A016	HIA475A16	G02367	427094035500
HIGH ISLAND A-489 #A009	HIA489A090	G02372	427094028500
HIGH ISLAND A-489 #A015	HIA489A150	G02372	427094037000
HIGH ISLAND A-489 #B002	HIA489B020	G02372	427094021000
HIGH ISLAND A-489 #B003	HIA489B030	G02372	427094020901
HIGH ISLAND A-489 #B007	HIA489B070	G02372	427094027601
HIGH ISLAND A-489 #B009	HIA489B090	G02372	427094026500
HIGH ISLAND A-489 #B010	HIA489B100	G02372	427094028800

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-489 #B012	HIA489B120	G02372	427094031400
HIGH ISLAND A-489 #B013	HIA489B130	G02372	427094028600
HIGH ISLAND A-489 #B014	HIA489B140	G02372	427094029700
HIGH ISLAND A-489 #B015	HIA489B150	G02372	427094030400
HIGH ISLAND A-489 #B016	HIA489B160	G02372	427094029800
HIGH ISLAND A-489 #B017	HIA489B170	G02372	427094023802
HIGH ISLAND A-489 #B018	HIA489B180	G02372	427094032801
HIGH ISLAND A-489 #B020	HIA489B200	G02372	427094028101
HIGH ISLAND A-489 #B021	HIA489B210	G02372	427094026202
HIGH ISLAND A-489 #B022	HIA489B220	G02372	427094036000
HIGH ISLAND A-489 #B024	HIA489B240	G02372	427094035400
HIGH ISLAND A-489 #B025	HIA489B250	G02372	427094041400
HIGH ISLAND A-489 #B026	HIA489B260	G02372	427094043100
HIGH ISLAND A-489 #B027	HIA489B270	G02372	427094042501
HIGH ISLAND A-489 #B028	HIA489B280	G02372	427094054500
HIGH ISLAND A-489 #B029	HIA489B290	G02372	427094111100
HIGH ISLAND A-550 #002	HIA55002	G04081	427094062700
HIGH ISLAND A-550 #003	HIA55003	G04081	427094063700
HIGH ISLAND A-550 #A001	HIA550A01	G04081	427094057004
HIGH ISLAND A-550 #A002	HIA550A02	G04081	427094074101
HIGH ISLAND A-550 #A003	HIA550A03	G04081	427094076000
HIGH ISLAND A-550 #A004	HIA550A04	G04081	427094099501
HIGH ISLAND A-550 #A005	HIA550A05	G04081	427094099801
HIGH ISLAND A-550 #A006	HIA550A06	G04081	427094104801
HIGH ISLAND A-563 #B001	HIA563B01	G02388	427094029900
HIGH ISLAND A-563 #B004	HIA563B04	G02388	427094034402
HIGH ISLAND A-563 #B005	HIA563B05	G02388	427094037100
HIGH ISLAND A-563 #B007	HIA563B07	G02388	427094038600
HIGH ISLAND A-563 #B008	HIA563B08	G02388	427094038900
HIGH ISLAND A-563 #B009	HIA563B09	G02388	427094039601
HIGH ISLAND A-563 #B010	HIA563B10	G02388	427094040000
HIGH ISLAND A-563 #B012	HIA563B12	G02388	427094043502
HIGH ISLAND A-563 #B013	HIA563B13	G02388	427094040501
HIGH ISLAND A-563 #B015	HIA563B15	G02388	427094048000
HIGH ISLAND A-563 #B016	HIA563B16	G02388	427094048102
HIGH ISLAND A-563 #B017	HIA563B17	G02388	427094045804
HIGH ISLAND A-563 #B018	HIA563B18	G02388	427094052501
HIGH ISLAND A-563 #B019	HIA563B19	G02388	427094052000
HIGH ISLAND A-563 #B022	HIA563B22	G02388	427094055000
HIGH ISLAND A-563 #B023	HIA563B23	G02388	427094056400
HIGH ISLAND A-563 #B024	HIA563B24	G02388	427094056601
HIGH ISLAND A-563 #B025	HIA563B25	G02388	427094059300
HIGH ISLAND A-563 #B026	HIA563B26	G02388	427094066801
HIGH ISLAND A-563 #B027	HIA563B27	G02388	427094068100
HIGH ISLAND A-563 #C004	HIA563C04	G02388	427094059602
HIGH ISLAND A-563 #C005	HIA563C05	G02388	427094062800
HIGH ISLAND A-563 #C008	HIA563C08	G02388	427094069400
HIGH ISLAND A-563 #C009	HIA563C09	G02388	427094064600
HIGH ISLAND A-564 #B006	HIA563B06	G02389	427094033801
HIGH ISLAND A-564 #B020	HIA564B20	G02389	427094053102
HIGH ISLAND A-564 #B021	HIA563B21	G02389	427094053900
HIGH ISLAND A-572 #A003 ST1	HIA572A031	G02392	427094012901
HIGH ISLAND A-572(573)A014	HIA572A140	G02392	427094034100
HIGH ISLAND A-573 #006	HIA5730060	G02393	427094053700

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HIGH ISLAND A-573 #A001 ST2	HIA573A012	G02393	427094007102
HIGH ISLAND A-573 #A002 ST3	HIA573A023	G02393	427094013803
HIGH ISLAND A-573 #A004	HIA573A040	G02393	427094015000
HIGH ISLAND A-573 #A005 ST1	HIA573A051	G02393	427094015501
HIGH ISLAND A-573 #A008	HIA573A080	G02393	427094018000
HIGH ISLAND A-573 #A010	HIA573A100	G02393	427094020500
HIGH ISLAND A-573 #A015	HIA573A150	G02393	427094034200
HIGH ISLAND A-573 #A016	HIA573A160	G02393	427094034300
HIGH ISLAND A-573 #A017	HIA573A170	G02393	427094036500
HIGH ISLAND A-573 #A019 ST1	HIA573A191	G02393	427094038001
HIGH ISLAND A-573 #B001	HIA573B010	G02393	427094012800
HIGH ISLAND A-573 #B002	HIA573B020	G02393	427094014100
HIGH ISLAND A-573 #B005	HIA573B050	G02393	427094016400
HIGH ISLAND A-573 #B006	HIA573B060	G02393	427094017000
HIGH ISLAND A-573 #B008	HIA573B080	G02393	427094017900
HIGH ISLAND A-573 #B010	HIA573B100	G02393	427094021100
HIGH ISLAND A-573 #B012	HIA573B120	G02393	427094022700
HIGH ISLAND A-573 #E007	HIA573E070	G02393	427094098200
HIGH ISLAND A-573 #E012	HIA573E120	G02393	427094115000
HIGH ISLAND A-573 #F007	HIA573F070	G02393	427114061200
HIGH ISLAND A-573 #F009	HIA573F090	G02393	427114062000
HIGH ISLAND A-573 #F016 ST5	HIA573F165	G02393	427114066805
HIGH ISLAND A-573 #F018 ST1	HIA573F181	G02393	427114067301
HIGH ISLAND A-573 #F022	HIA573F220	G02393	427114068400
HIGH ISLAND A-573 #F023 ST2	HIA573F232	G02393	427114069302
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-582 #C001	HIA582C010	G02719	427094061500
HIGH ISLAND A-582 #C002	HIA582C020	G02719	427094061900
HIGH ISLAND A-582 #C003	HIA582C030	G02719	427094058000
HIGH ISLAND A-582 #C006	HIA582C060	G02719	427094063400
HIGH ISLAND A-582 #C007	HIA582C070	G02719	427094063900
HIGH ISLAND A-582 #C010	HIA582C100	G02719	427094070200
HIGH ISLAND A-582 #C011	HIA582C110	G02719	427094071400
HIGH ISLAND A-582 #C012	HIA582C120	G02719	427094074900
HIGH ISLAND A-582 #C013	HIA582C130	G02719	427094072700
HIGH ISLAND A-582 #C014	HIA582C140	G02719	427094073800
HIGH ISLAND A-582 #C015	HIA582C150	G02719	427094075800
HIGH ISLAND A-582 #C019	HIA582C190	G02719	427094108200
HIGH ISLAND A-582 #D001	HIA582D010	G18959	42094110200
HIGH ISLAND A-582 #D002 ST1	HIA582D021	G02719	427094110801
HIGH ISLAND A-582 #D003 ST	HIA582D031	G02719	427094111401
HIGH ISLAND A-582 #D005	HIA582D050	G02719	427094114300
HIGH ISLAND A-582 #D006	HIA582D060	G02719	427094114700
HIGH ISLAND A-595 #D001 ST2	HIA595D1D2	G02721	427094055302
HIGH ISLAND A-595 #D003	HIA595D03	G02721	427094058500
HIGH ISLAND A-595 #D005	HIA595D050	G02721	427094092900
HIGH ISLAND A-595 #D006	HIA595D063	G02721	427094063205
HIGH ISLAND A-595 #D010	HIA595D100	G02721	427094070500
HIGH ISLAND A-595 #D012	HIA595D120	G02721	427094077000
HIGH ISLAND A-595 #D017 ST2	HIA595D172	G02721	427094083702
HIGH ISLAND A-595 #D018	HIA595D181	G02721	427094093501
HIGH ISLAND A-595 #E011	HIA595E110	G02721	427094114501
HIGH ISLAND A-596 #B014	HIA596B140	G02722	427094025800

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HIGH ISLAND A-596 #D002	HIA596D020	G02722	427094056901
HIGH ISLAND A-596 #D004	HIA596D040	G02722	427094060500
HIGH ISLAND A-596 #D007 ST4	HIA596D074	G02722	427094064304
HIGH ISLAND A-596 #D008 ST1	HIA596D081	G02722	427094067001
HIGH ISLAND A-596 #D009	HIA596D090	G02722	427094068400
HIGH ISLAND A-596 #D011	HIA596D110	G02722	427094075700
HIGH ISLAND A-596 #D013 ST2	HIA596D132	G02722	427094079502
HIGH ISLAND A-596 #D014	HIA596D140	G02722	427094080100
HIGH ISLAND A-596 #D016	HIA596D160	G02722	427094082400
HIGH ISLAND A-596 #E005	HIA596E050	G02722	427094085900
HIGH ISLAND A-596 #E008	HIA596E080	G02722	427094112801
HIGH ISLAND A-596 #E009	HIA596E090	G02722	427094114200
LA ST LSE 3011 1 SWD BURRWOOD	BURWOOD	03011	177210074800
LANDREAU ET UX 1	LANDREAU1	490100	UNKNOWN
MAIN PASS 077 #A001	MP077A0100	G04481	177254033800
MAIN PASS 077 #A001	MP077A0100	G04481	177254033800
MAIN PASS 077 #A002	MP077A0201	G04481	177254043101
MAIN PASS 077 #A002	MP077A0201	G04481	177254043101
MAIN PASS 077 #A003	MP077A0300	G04481	177254036100
MAIN PASS 077 #A003	MP077A0300	G04481	177254036100
MAIN PASS 077 #A004	MP077A0400	G04481	177254036900
MAIN PASS 077 #A004	MP077A0400	G04481	177254036900
MAIN PASS 077 #A005	MP077A0500	G04481	177254038000
MAIN PASS 077 #A005	MP077A0500	G04481	177254038000
MAIN PASS 077 #A006 ST2	MP077A0602	G04481	177254036402
MAIN PASS 077 #A006 ST2	MP077A0602	G04481	177254036402
MAIN PASS 077 #A010	MP077A1000	G04481	177254039600
MAIN PASS 077 #A010	MP077A1000	G04481	177254039600
MAIN PASS 077 #A011	MP077A1100	G04481	177254042400
MAIN PASS 077 #A011	MP077A1100	G04481	177254042400
MAIN PASS 077 #A012	MP077A1200	G04481	177254039700
MAIN PASS 077 #A012	MP077A1200	G04481	177254039700
MAIN PASS 077 #A013	MP077A1300	G04481	177254044900
MAIN PASS 077 #A013	MP077A1300	G04481	177254044900
MAIN PASS 077 #A014	MP077A1400	G04481	177254044500
MAIN PASS 077 #A014	MP077A1400	G04481	177254044500
MAIN PASS 077 #A015	MP077A1501	G04481	177254045101
MAIN PASS 077 #A015	MP077A1501	G04481	177254045101
MAIN PASS 077 #A016	MP077A1600	G04481	177254045900
MAIN PASS 077 #A016	MP077A1600	G04481	177254045900
MAIN PASS 077 #A017	MP077A1700	G04481	177254046200
MAIN PASS 077 #A017	MP077A1700	G04481	177254046200
MAIN PASS 077 #A018	MP077A1800	G04481	177254046800
MAIN PASS 077 #A018	MP077A1800	G04481	177254046800
MAIN PASS 077 #A019	MP077A1900	G04481	177254048200
MAIN PASS 077 #A019	MP077A1900	G04481	177254048200
MAIN PASS 077 #A020	MP077A2001	G04481	177254048501
MAIN PASS 077 #A020	MP077A2001	G04481	177254048501
MAIN PASS 077 #A021 ST	MP077A2100	G04481	177254067002
MAIN PASS 077 #A021 ST	MP077A2100	G04481	177254067002
MAIN PASS 077 #A022	MP077A2201	G04481	177254067401
MAIN PASS 077 #A022	MP077A2201	G04481	177254067401
MAIN PASS 077 #A023	MP077A23	G04481	177254067601
MAIN PASS 077 #A023	MP077A23	G04481	177254067601



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MAIN PASS 077 #A07	MP077A0700	G04481	177254041000
MAIN PASS 077 #A07	MP077A0700	G04481	177254041000
MAIN PASS 077 #A08	MP077A0800	G04481	177254038200
MAIN PASS 077 #A08	MP077A0800	G04481	177254038200
MAIN PASS 077 #A09	MP077A0900	G04481	177254039000
MAIN PASS 077 #A09	MP077A0900	G04481	177254039000
NW MYETTE POINT SL 14519 #001	SL1451901	14519	171012195100
NW MYETTE POINT SL 14519 #002	SL1451902	14519	171012200800
NW MYETTE POINT SL 14520 #002	SL1452002	14520	171012201500
NW MYETTE POINT SL 14914 #002	SL1491402	14914	171012206300
NW MYETTE POINT SL 14914 #003	SL1491403	14914	171012239600
NW MYETTE POINT SL14519 #1 SWD	SL14519SWD	14519	171018805900
SHIP SHOAL 149 #A017 (ORRI)	SS149A17	00434	177114131300
SHIP SHOAL 149 #C001	SS149C01	00434	177114005500
SHIP SHOAL 149 #C002	SS149C02	00434	177114007002
SHIP SHOAL 149 #C003	SS149C03	00434	177114016000
SHIP SHOAL 149 #C004	SS149C04	00434	177114024301
SHIP SHOAL 149 #C005	SS149C05	00434	177114025800
SHIP SHOAL 149 #C019 (ORRI)	SS149C19	00434	177114132300
SHIP SHOAL 149 #E007	SS149E07	00434	177114113100
SHIP SHOAL 169 #BB001	SS169BB010	00820	177114048100
SHIP SHOAL 169 #BB002	SS169BB020	00820	177114055501
SHIP SHOAL 169 #BB003	SS169BB030	00820	177114057800
SHIP SHOAL 169 #BB004	SS169BB040	00820	177114056500
SHIP SHOAL 169 #BB005	SS169BB050	00820	177114059600
SHIP SHOAL 169 #BB006	SS169BB060	00820	177114060101
SHIP SHOAL 169 #C001	SS169C0100	00820	177114075600
SHIP SHOAL 169 #C003	SS169C0300	00820	177114078500
SHIP SHOAL 169 #C004	SS169C0400	00820	177114077400
SHIP SHOAL 169 #C006	SS169C0600	00820	177114080201
SHIP SHOAL 169 #C007	SS169C0700	00820	177114080601
SHIP SHOAL 169 #C008	SS169C0800	00820	177114081300
SHIP SHOAL 169 #C009	SS169C0900	00820	177114144400
SHIP SHOAL 169 #C010	SS169C1000	00820	177114144800
SHIP SHOAL 169 #G001	SS169G0100	00820	177114127400
SHIP SHOAL 169 #G002	SS169G0200	00820	177114128500
SHIP SHOAL 169 #G003	SS169G0300	00820	177114156600
SHIP SHOAL 177 #007	SS17700700	00590	177114101100
SHIP SHOAL 177 #A001	SS177A01	00590	177114056300
SHIP SHOAL 177 #A002	SS177A02	00590	177114055000
SHIP SHOAL 177 #A003	SS177A03	00590	177114056100
SHIP SHOAL 177 #A005	SS177A05	00590	177114119301
SHIP SHOAL 189 #A001A	SS189A01A0	G04232	177114062000
SHIP SHOAL 189 #A003A	SS189A03A0	G04232	177114085200
SHIP SHOAL 189 #A005	SS189A0500	G04232	177114088400
SHIP SHOAL 189 #A007 ST2	SS189A0702	G04232	177114129502
SHIP SHOAL 189 #A008	SS189A0800	G04232	177114130900
SHIP SHOAL 189 #A009 ST1	SS189A0901	G04232	177114139801
SHIP SHOAL 189 #A010BP1	SS189A1001	G04232	177114154701
SHIP SHOAL 189 #A4 (SS210)	SS189A04	G04232	177114086801
SHIP SHOAL 189 #A6 (SS188)	SS189A06	G04232	177114088900
SHIP SHOAL 204 #A008	SS204A0800	G01520	177110083000
SHIP SHOAL 204 #A015 ST1	SS204A1501	G01520	177112003401
SHIP SHOAL 204 #A016	SS204A1601	G01520	177112005401



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SHIP SHOAL 204 #A020	SS204A2000	G01520	177112012600
SHIP SHOAL 204 #A024 ST1	SS204A2401	G01520	177112017701
SHIP SHOAL 204 #A028 ST3	SS204A2803	G01520	177110071003
SHIP SHOAL 204 #A030A	SS204A30A1	G01520	177114002801
SHIP SHOAL 204 #A031	SS204A3101	G01520	177110084201
SHIP SHOAL 204 #A034	SS204A3400	G01520	177114146700
SHIP SHOAL 204 #A035	SS204A3502	G01520	177114147402
SHIP SHOAL 204 #A036 ST1	SS204A3603	G01520	177114146803
SHIP SHOAL 206 #E002	SS206E0201	G01522	177114118101
SHIP SHOAL 206 #E002	SS206E0201	G01522	177114118101
SHIP SHOAL 206 #E003	SS206E0301	G01522	177114118201
SHIP SHOAL 206 #E004	SS206E0400	G01522	177114141800
SHIP SHOAL 206 #E004	SS206E0400	G01522	177114141800
SHIP SHOAL 206 #E005	SS206E0500	G01522	177114142000
SHIP SHOAL 206 #E005	SS206E0500	G01522	177114142000
SHIP SHOAL 207 #A003 ST1	SS207A0301	G01523	177110072801
SHIP SHOAL 207 #A003 ST1	SS207A0301	G01523	177110072801
SHIP SHOAL 207 #A004B	SS207A04B0	G01523	177110075500
SHIP SHOAL 207 #A004B	SS207A04B0	G01523	177110075500
SHIP SHOAL 207 #A006D	SS207A06D0	G01523	177110078200
SHIP SHOAL 207 #A006D	SS207A06D0	G01523	177110078200
SHIP SHOAL 207 #A008B	SS207A08B0	G01523	177110080700
SHIP SHOAL 207 #A008B	SS207A08B0	G01523	177110080700
SHIP SHOAL 207 #A009	SS207A0900	G01523	177110082400
SHIP SHOAL 207 #A009	SS207A0900	G01523	177110082400
SHIP SHOAL 207 #A010D	SS207A10D0	G01523	177110083900
SHIP SHOAL 207 #A010D	SS207A10D0	G01523	177110083900
SHIP SHOAL 207 #A013	SS207A1300	G01523	177112002500
SHIP SHOAL 207 #A013	SS207A1300	G01523	177112002500
SHIP SHOAL 207 #A015 ST1	SS207A1501	G01523	177112010601
SHIP SHOAL 207 #A015 ST1	SS207A1501	G01523	177112010601
SHIP SHOAL 207 #A016 ST1	SS207A1601	G01523	177112011401
SHIP SHOAL 207 #A016 ST1	SS207A1601	G01523	177112011401
SHIP SHOAL 207 #A018	SS207A1800	G01523	177112005000
SHIP SHOAL 207 #A018	SS207A1800	G01523	177112005000
SHIP SHOAL 207 #A019ST	SS207A1901	G01523	177114009401
SHIP SHOAL 207 #A019ST	SS207A1901	G01523	177114009401
SHIP SHOAL 207 #A020	SS207A2000	G01523	177114010300
SHIP SHOAL 207 #A020	SS207A2000	G01523	177114010300
SHIP SHOAL 207 #A022 ST1	SS207A2201	G01523	177114011301
SHIP SHOAL 207 #A022 ST1	SS207A2201	G01523	177114011301
SHIP SHOAL 207 #A023B	SS207A23B0	G01523	177114013500
SHIP SHOAL 207 #A023B	SS207A23B0	G01523	177114013500
SHIP SHOAL 207 #A024	SS207A2400	G01523	177114014300
SHIP SHOAL 207 #A024	SS207A2400	G01523	177114014300
SHIP SHOAL 207 #A025	SS207A2500	G01523	177114015500
SHIP SHOAL 207 #A025	SS207A2500	G01523	177114015500
SHIP SHOAL 207 #A026	SS207A2601	G01523	177112001101
SHIP SHOAL 207 #A026	SS207A2601	G01523	177112001101
SHIP SHOAL 207 #A027	SS207A2701	G01523	177110079401
SHIP SHOAL 207 #A027	SS207A2701	G01523	177110079401
SHIP SHOAL 207 #A028	SS207A2801	G01523	177110077301
SHIP SHOAL 207 #A028	SS207A2801	G01523	177110077301
SHIP SHOAL 207 #A029 ST	SS207A2901	G01523	177112001901

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 207 #A029 ST	SS207A2901	G01523	177112001901
SHIP SHOAL 207 #A030	SS207A3001	G01523	177110071501
SHIP SHOAL 207 #A030	SS207A3001	G01523	177110071501
SHIP SHOAL 207 #A031 ST2	SS207A3102	G01523	177114117702
SHIP SHOAL 207 #A031 ST2	SS207A3102	G01523	177114117702
SHIP SHOAL 207 #A032	SS207A3201	G01523	177114119701
SHIP SHOAL 207 #A032	SS207A3201	G01523	177114119701
SHIP SHOAL 207 #A033 ST1	SS207A3301	G01523	177114121901
SHIP SHOAL 207 #A033 ST1	SS207A3301	G01523	177114121901
SHIP SHOAL 207 #A034	SS207A3400	G01523	177114122200
SHIP SHOAL 207 #A034	SS207A3400	G01523	177114122200
SHIP SHOAL 207 #A035 ST1	SS207A3501	G01523	177114133301
SHIP SHOAL 207 #A035 ST1	SS207A3501	G01523	177114133301
SHIP SHOAL 207 #A036	SS207A3600	G01523	177114137700
SHIP SHOAL 207 #A036	SS207A3600	G01523	177114137700
SHIP SHOAL 207 #D002	SS207D0200	G01523	177114025400
SHIP SHOAL 207 #D002	SS207D0200	G01523	177114025400
SHIP SHOAL 207 #D007	SS207D0700	G01523	177114030300
SHIP SHOAL 207 #D007	SS207D0700	G01523	177114030300
SHIP SHOAL 207 #D008	SS207D0800	G01523	177114032300
SHIP SHOAL 207 #D008	SS207D0800	G01523	177114032300
SHIP SHOAL 207 #D009	SS207D0900	G01523	177114116400
SHIP SHOAL 207 #D009	SS207D0900	G01523	177114116400
SHIP SHOAL 207 #D010 ST1	SS207D1001	G01523	177114116501
SHIP SHOAL 207 #D010 ST1	SS207D1001	G01523	177114116501
SHIP SHOAL 214 #004	SS21404	00828	177110060600
SHIP SHOAL 214 #E003	SS214E03	00828	177110071100
SHIP SHOAL 214 #E004	SS214E04	00828	177110073500
SHIP SHOAL 214 #E007	SS214E07	00828	177110070200
SHIP SHOAL 214 #E014	SS214E14	00828	177110076400
SHIP SHOAL 214 #F003	SS214F03	00828	177110069900
SHIP SHOAL 214 #F005	SS214F05	00828	177110073600
SHIP SHOAL 214 #F006	SS214F06	00828	177110075600
SHIP SHOAL 214 #F007	SS214F07	00828	177110075801
SHIP SHOAL 214 #F008	SS214F08	00828	177110077200
SHIP SHOAL 214 #F009	SS214F09	00828	177110078000
SHIP SHOAL 214 #F014	SS214F14	00828	177110078600
SHIP SHOAL 214 #H004	SS214H04	00828	177112017100
SHIP SHOAL 214 #H007	SS214H07	00828	177114000900
SHIP SHOAL 214 #H008	SS214H08	00828	177114002100
SHIP SHOAL 214 #H009	SS214H09	00828	177114002600
SHIP SHOAL 214 #H011	SS214H11	00828	177114003500
SHIP SHOAL 214 #H012	SS214H12	00828	177114004000
SHIP SHOAL 214 #K001	SS214K01	00828	177114053900
SHIP SHOAL 214 #K002	SS214K02	00828	177114054000
SHIP SHOAL 214 #K008	SS214K08	00828	177114145700
SHIP SHOAL 214 #K010	SS214K10	00828	177114144300
SHIP SHOAL 214 #K011	SS214K11	00828	177114147300
SHIP SHOAL 214 #L001	SS214L01	00828	177114066500
SHIP SHOAL 214 #L002	SS214L02	00828	177114068100
SHIP SHOAL 214 #L003	SS214L03	00828	177114068300
SHIP SHOAL 214 #L004	SS214L04	00828	177114070100
SHIP SHOAL 214 #L005	SS214L05	00828	177114070200
SHIP SHOAL 214 #L006	SS214L06	00828	177114074601

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 214 #L007	SS214L07	00828	177114075500
SHIP SHOAL 214 #L008	SS214L08	00828	177114076101
SHIP SHOAL 216 #C004 ST1	SS216C0401	G01524	177112014901
SHIP SHOAL 216 #C005A	SS216C05A0	G01524	177112017400
SHIP SHOAL 216 #C007 ST1	SS216C0701	G01524	177114001201
SHIP SHOAL 216 #C009 ST1	SS216C0901	G01524	177114003801
SHIP SHOAL 216 #C010	SS216C1000	G01524	177114004900
SHIP SHOAL 216 #C012C	SS216C12C0	G01524	177114006700
SHIP SHOAL 216 #C013	SS216C1300	G01524	177114007700
SHIP SHOAL 216 #C015	SS216C1500	G01524	177114009000
SHIP SHOAL 216 #C016	SS216C1601	G01524	177114000101
SHIP SHOAL 216 #C017A	SS216C17A1	G01524	177114003001
SHIP SHOAL 216 #C019	SS216C1900	G01524	177114031900
SHIP SHOAL 216 #C023	SS216C2300	G01524	177114134600
SHIP SHOAL 216 #C024 ST2	SS216C2402	G01524	177114135102
SHIP SHOAL 232 #B012	SS233B12	G15293	1771141070
SHIP SHOAL 232 #B02	SS233002	G15293	1771140371
SHIP SHOAL 233 #B001	SS233B01	G01528	177114028700
SHIP SHOAL 233 #B003	SS233B03	G01528	177114059800
SHIP SHOAL 233 #B004	SS233B04	G01528	177114060400
SHIP SHOAL 233 #B006	SS233B06	G01528	177114063500
SHIP SHOAL 233 #B007	SS233B07	G01528	177114065400
SHIP SHOAL 233 #B010	SS233B10	G01528	177114069901
SHIP SHOAL 233 #B011	SS233B11	G01528	177114073201
SHIP SHOAL 233 #E006	SS233E06	G01528	177110071900
SHIP SHOAL 233 #H005	SS233H05	G01528	177112017800
SHIP SHOAL 238 #A001	SS238A01	G03169	177124023400
SHIP SHOAL 238 #A003	SS238A03	G03169	177124025701
SHIP SHOAL 238 #A005	SS238A05	G03169	177124027200
SHIP SHOAL 238 #B005	SS238B05	G03169	177114061400
SHIP SHOAL 238 #B008	SS238B08	G03169	177114086600
SHIP SHOAL 238 #C001 ( ORRI)	SS238C01	G03169	177124068100
SHIP SHOAL 238 #C002	SS238C02	G03169	177124068400
SHIP SHOAL 246 #A001	SS246A01	G01027	177124005700
SHIP SHOAL 246 #A002	SS246A02	G01027	177124007400
SHIP SHOAL 246 #A004	SS246A04	G01027	177124008200
SHIP SHOAL 246 #A005	SS246A05	G01027	177124008300
SHIP SHOAL 246 #A006	SS246A06	G01027	177124009000
SHIP SHOAL 246 #A007	SS246A07	G01027	177124009100
SHIP SHOAL 246 #A009	SS246A09	G01027	177124010200
SHIP SHOAL 246 #A011	SS246A11	G01027	177124011500
SHIP SHOAL 246 #A014	SS246A14	G01027	177124014600
SHIP SHOAL 246 #A019	SS246A19	G01027	177124016100
SHIP SHOAL 246 #A020	SS246A20	G01027	177124012901
SHIP SHOAL 246 #J001	SS246J01	G01027	177124061800
SHIP SHOAL 247 #D003	SS247D03	G01028	177124013100
SHIP SHOAL 247 #D007	SS247D07	G01028	177124015600
SHIP SHOAL 247 #D009	SS247D09	G01028	177124016600
SHIP SHOAL 247 #D012	SS247D12	G01028	177124017903
SHIP SHOAL 247 #F002	SS247F02	G01028	177124019702
SHIP SHOAL 247 #F010	SS247F10	G01028	177124022400
SHIP SHOAL 247 #F014	SS247F14	G01028	177124022301
SHIP SHOAL 247 #F017	SS247F17	G01028	177124022901
SHIP SHOAL 247 #F018	SS247F18	G01028	177124023201

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 247 #F019	SS247F19	G01028	177124052500
SHIP SHOAL 248 #D006	SS248D06	G01029	177124015000
SHIP SHOAL 248 #D015	SS248D15	G01029	177124020600
SHIP SHOAL 248 #D016	SS248D16	G01029	177124021000
SHIP SHOAL 248 #D018	SS248D18	G01029	177124021100
SHIP SHOAL 248 #D020	SS248D2000	G01029	177124022000
SHIP SHOAL 248 #F008	SS248F08	G01029	177124022100
SHIP SHOAL 248 #G001	SS248G01	G01029	177124049500
SHIP SHOAL 248 #G002	SS248G02	G01029	177124053000
SHIP SHOAL 248 #G003	SS248G03	G01029	177124053300
SHIP SHOAL 249 #006	SS24906	G01030	177124062200
SHIP SHOAL 249 #D002	SS249D02	G01030	177124012000
SHIP SHOAL 249 #D004	SS249D04	G01030	177124017100
SHIP SHOAL 249 #D005	SS249D05	G01030	177124014200
SHIP SHOAL 249 #D008	SS249D08	G01030	177124015900
SHIP SHOAL 249 #D011	SS249D11	G01030	177124018500
SHIP SHOAL 249 #D014	SS249D14	G01030	177124019200
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800
SHIP SHOAL 249 #D019	SS249D19	G01030	177124021500
SHIP SHOAL 252 #C004	SS252C04	G01529	177122001500
SHIP SHOAL 252 #C005	SS252C05	G01529	177122002000
SHIP SHOAL 252 #C009	SS252C09	G01529	177124029401
SHIP SHOAL 252 #C012	SS252C12	G01529	177124047300
SHIP SHOAL 252 #F001	SS252F01	G01529	177124052000
SHIP SHOAL 252 #F003	SS252F03	G01529	177124052200
SHIP SHOAL 252 #F004	SS252F04	G01529	177124067400
SHIP SHOAL 253 #C001	SS253C01	G01031	177122000100
SHIP SHOAL 253 #C002	SS253C02	G01031	177122006700
SHIP SHOAL 253 #C003	SS253C03	G01031	177122001400
SHIP SHOAL 253 #C006	SS253C06	G01031	177122002100
SHIP SHOAL 253 #C007	SS253C07	G01031	177122002300
SHIP SHOAL 253 #C008	SS253C08	G01031	177124030000
SHIP SHOAL 253 #C010	SS253C10	G01031	177124029300
SHIP SHOAL 253 #C011	SS253C11	G01031	177124030900
SHIP SHOAL 253 #D001	SS253D01	G01031	177122004200
SHIP SHOAL 253 #D003	SS253D03	G01031	177124000400
SHIP SHOAL 253 #D004	SS253D04	G01031	177124001100
SHIP SHOAL 253 #D005	SS253D05	G01031	177124001200
SHIP SHOAL 253 #D006	SS253D06	G01031	177124001300
SHIP SHOAL 253 #D007	SS253D07	G01031	177124001401
SHIP SHOAL 253 #D008	SS253D08	G01031	177124001600
SHIP SHOAL 253 #D009	SS253D09	G01031	177124001800
SHIP SHOAL 253 #D010	SS253D10	G01031	177124002001
SHIP SHOAL 253 #D013	SS253D13	G01031	177124002600
SHIP SHOAL 253 #D014	SS253D14	G01031	177124002701
SHIP SHOAL 253 #E001	SS253E01	G01031	177124024200
SHIP SHOAL 253 #E002	SS253E02	G01031	177124024600
SHIP SHOAL 253 #E003	SS253E03	G01031	177124025301
SHIP SHOAL 253 #E004	SS253E04	G01031	177124025400
SHIP SHOAL 253 #E005	SS253E05	G01031	177124025500
SHIP SHOAL 253 #E006	SS253E06	G01031	177124026600
SHIP SHOAL 253 #E007	SS253E07	G01031	177124026800
SHIP SHOAL 253 #E008	SS253E08	G01031	177124027600
SHIP SHOAL 253 #E009	SS253E09	G01031	177124027701

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 253 #E010	SS253E10	G01031	177124027800
SHIP SHOAL 253 #E011	SS253E11	G01031	177124028200
SHIP SHOAL 253 #E012	SS253E12	G01031	177124028400
SHIP SHOAL 253 #E013	SS253E13	G01031	177124037500
SHIP SHOAL 253 #E014	SS253E14	G01031	177124042100
SHIP SHOAL 253 #E015	SS253E15	G01031	177124044401
SHIP SHOAL 253 #F002	SS253F02	G01031	177124052100
SHIP SHOAL 300 #A001	SS300A01	G07760	177124037401
SHIP SHOAL 300 #A003	SS300A03	G07760	177124041602
SHIP SHOAL 300 #A004	SS300A04	G07760	177124043100
SHIP SHOAL 300 #A005	SS300A05	G07760	177124053600
SHIP SHOAL 300 #A006	SS300A06	G07760	177124053700
SHIP SHOAL 300 #B001	SS300B01	G07760	177124044100
SHIP SHOAL 300 #B002	SS300B02	G07760	177124044800
SHIP SHOAL 300 #B003	SS300B03	G07760	177124045600
SHIP SHOAL 300 #B004	SS300B04	G07760	177124045700
SHIP SHOAL 300 #B005	SS300B05	G07760	177124045900
SHIP SHOAL 315 #A001	SS315A01	G09631	177124046901
SHIP SHOAL 315 #A003	SS315A03	G09631	177124047402
SHIP SHOAL206#E001(SS207E1	SS207E0100	G01523	177114115500
SHIP SHOAL206#E001(SS207E1	SS207E0100	G01523	177114115500
SOUTH MARSH IS 066 #C001	SM066C0100	G01198	177070041200
SOUTH MARSH IS 066 #C002	SM066C0200	G01198	177070049000
SOUTH MARSH IS 066 #C003	SM066C0300	G01198	177074005800
SOUTH MARSH IS 066 #C004	SM066C0400	G01198	177070050000
SOUTH MARSH IS 066 #C005	SM066C0500	G01198	177070050700
SOUTH MARSH IS 066 #C006	SM066C0600	G01198	177072018700
SOUTH MARSH IS 066 #C007	SM066C0700	G01198	177070052800
SOUTH MARSH IS 066 #C009B	SM066C09B0	G01198	177072001200
SOUTH MARSH IS 066 #C011	SM066C1100	G01198	177074072900
SOUTH MARSH IS 066 #C012	SM066C1200	G01198	177074073500
SOUTH MARSH IS 066 #D001	SM066D0100	G01198	177074025400
SOUTH MARSH IS 066 #D003	SM066D0300	G01198	177074029000
SOUTH MARSH IS 066 #D004	SM066D0400	G01198	177074032000
SOUTH MARSH IS 066 #D005	SM066D0500	G01198	177074032600
SOUTH MARSH IS 066 #D006 ST	SM066D0601	G01198	177074031201
SOUTH MARSH IS 066 #D007 ST1BP	SM066D0701	G01198	177074027401
SOUTH MARSH IS 087 #A002	SM087A02	G24870	177084092201
SOUTH MARSH IS 087 #A004	SM087A04	G24870	177084093704
SOUTH MARSH IS 087 #A005	SM087A05	G24870	177084093802
SOUTH MARSH IS 087 #I002	SM087I02	G24870	177064097900
SOUTH MARSH IS 102 #A001	SM102A01	G24872	177084091200
SOUTH MARSH IS 102 #A006	SM102A06	G24872	177084094101
SOUTH MARSH IS 132 #B002	SM132B0200	G02282	177084031800
SOUTH MARSH IS 132 #B003 ST1	SM132B0301	G02282	177084031601
SOUTH MARSH IS 132 #B004	SM132B0400	G02282	177084033000
SOUTH MARSH IS 132 #B005	SM132B0500	G02282	177084033500
SOUTH MARSH IS 132 #B006	SM132B0600	G02282	177084033900
SOUTH MARSH IS 132 #B007	SM132B0700	G02282	177084034100
SOUTH MARSH IS 132 #B008	SM132B0800	G02282	177084035500
SOUTH MARSH IS 132 #B009	SM132B0900	G02282	177084036200
SOUTH MARSH IS 132 #B010	SM132B1000	G02282	177084036500
SOUTH MARSH IS 132 #B011	SM132B1100	G02282	177084037800
SOUTH MARSH IS 135 #C003 BP1	SM135C0301	G19776	177084089401

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 136 #A004	SM136A0400	G02588	177084021900
SOUTH MARSH IS 136 #A008	SM136A08	G02588	177084032401
SOUTH MARSH IS 136 #A010	SM136A1000	G02588	177084035700
SOUTH MARSH IS 136 #A015	SM136A1500	G02588	177084071200
SOUTH MARSH IS 136 #C007	SM136C0700	G02588	177084091900
SOUTH MARSH IS 137 #A001	SM137A0100	G02589	177084007700
SOUTH MARSH IS 137 #A003	SM137A0300	G02589	177084020400
SOUTH MARSH IS 137 #A005	SM137A0500	G02589	177084024100
SOUTH MARSH IS 137 #A009	SM137A0900	G02589	177084034600
SOUTH MARSH IS 137 #A011 ST1	SM137A1101	G02589	177084030201
SOUTH MARSH IS 137 #A012	SM137A1200	G02589	177084040400
SOUTH MARSH IS 137 #A013	SM137A1300	G02589	177084042900
SOUTH MARSH IS 137 #A014	SM137A1400	G02589	177084045000
SOUTH MARSH IS 137 #A018	SM137A1800	G02589	177084072800
SOUTH MARSH IS 139 #B001	SM139B01	G21106	177084092300
SOUTH MARSH IS 139 #B002	SM139B02	G21106	177084093501
SOUTH MARSH IS 142 #A001	SM142A01	G01216	177084014100
SOUTH MARSH IS 142 #A002	SM142A02	G01216	177084014800
SOUTH MARSH IS 142 #A003	SM142A03	G01216	177084016500
SOUTH MARSH IS 142 #A004	SM142A04	G01216	177084017900
SOUTH MARSH IS 142 #A005	SM142A05	G01216	177084019200
SOUTH MARSH IS 142 #A006	SM142A06	G01216	177084020300
SOUTH MARSH IS 142 #A007	SM142A07	G01216	177084021000
SOUTH MARSH IS 142 #A008	SM143A08	G01216	177084023000
SOUTH MARSH IS 142 #A009	SM142A09	G01216	177084026300
SOUTH MARSH IS 142 #A010	SM142A10	G01216	177084077000
SOUTH MARSH IS 142 #A011	SM142A11	G01216	177084091100
SOUTH MARSH IS 142 #C001	SM142C01	G01216	177084082900
SOUTH MARSH IS 142 #C002	SM142C02	G01216	177084084201
SOUTH MARSH IS 142 #C003	SM142C03	G01216	177084085000
SOUTH MARSH IS 142 #C004	SM142C04	G01216	177084085400
SOUTH MARSH IS 142 #C005	SM142C05	G01216	177084091301
SOUTH MARSH IS 146 #A008	SM146A08	G09546	177084077102
SOUTH MARSH IS 150 #C006 BP2	SM150C0600	G16325	177084091802
SOUTH MARSH IS 150 #D003	SM150D0301	G16325	177084096401
SOUTH MARSH IS 268 #A002C	SM268A02C0	G02310	177074007600
SOUTH MARSH IS 268 #A007A	SM268A07A0	G02310	177074013600
SOUTH MARSH IS 268 #A017B	SM268A17B0	G02310	177074016800
SOUTH MARSH IS 268 #D001	SM268D0100	G02310	177074020600
SOUTH MARSH IS 268 #D003D	SM268D03D0	G02310	177074021600
SOUTH MARSH IS 268 #D004	SM268D0400	G02310	177074022500
SOUTH MARSH IS 268 #D006	SM268D0600	G02310	177074024700
SOUTH MARSH IS 268 #D007	SM268D0700	G02310	177074025700
SOUTH MARSH IS 268 #D012	SM268D1200	G02310	177074028700
SOUTH MARSH IS 268 #D016D	SM268D16D1	G02310	177074029901
SOUTH MARSH IS 269 #A021B	SM269A21B0	G02311	177074018100
SOUTH MARSH IS 269 #B002	SM269B0200	G02311	177074008100
SOUTH MARSH IS 269 #B017 ST1	SM269B1701	G02311	177074075701
SOUTH MARSH IS 269 #B019 BP1	SM269B1901	G02311	177074088501
SOUTH MARSH IS 269 #F001 ST1	SM269F0101	G02311	177074080401
SOUTH MARSH IS 280 #G001	SM280G0100	G14456	177074071400
SOUTH MARSH IS 280 #G002	SM280G0200	G14456	177074080700
SOUTH MARSH IS 280 #H001 ST1	SM280H0102	G14456	177074081802
SOUTH MARSH IS 280 #H002 STB	SM280H0203	G14456	177074082303



Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 281 #C001	SM281C0100	G02600	177074012500
SOUTH MARSH IS 281 #C003A	SM281C03A0	G02600	177074013900
SOUTH MARSH IS 281 #C005A	SM281C05A0	G02600	177074015300
SOUTH MARSH IS 281 #C006	SM281C0600	G02600	177074015800
SOUTH MARSH IS 281 #C008 ST1	SM281C0801	G02600	177074017701
SOUTH MARSH IS 281 #C010 ST	SM281C1001	G02600	177074020701
SOUTH MARSH IS 281 #C011 ST1	SM281C1101	G02600	177074022401
SOUTH MARSH IS 281 #C012A	SM281C12A0	G02600	177074024100
SOUTH MARSH IS 281 #C014 ST	SM281C1401	G02600	177074026901
SOUTH MARSH IS 281 #C016C	SM281C16C0	G02600	177074029600
SOUTH MARSH IS 281 #C017	SM281C1700	G02600	177074030500
SOUTH MARSH IS 281 #C019B	SM281C19B0	G02600	177074034400
SOUTH MARSH IS 281 #C020 ST1	SM281C2001	G02600	177074034901
SOUTH MARSH IS 281 #C021B	SM281C21B0	G02600	177074035500
SOUTH MARSH IS 281 #C023 ST2	SM281C2302	G02600	177074036802
SOUTH MARSH IS 281 #C024	SM281C2400	G02600	177074037300
SOUTH MARSH IS 281 #C025	SM281C2500	G02600	177074083500
SOUTH MARSH IS 281 #C026	SM281C2600	G02600	177074083700
SOUTH MARSH IS 281 #C027	SM281C2700	G02600	177074085200
SOUTH MARSH IS 281 #C028 BP2	SM281C2802	G02600	177074089402
SOUTH MARSH IS 281 #D002	SM281D0200	G02600	177074021100
SOUTH MARSH IS 281 #D009	SM281D0900	G02600	177074027100
SOUTH MARSH IS 281 #D010A	SM281D10A0	G02600	177074027500
SOUTH MARSH IS 281 #D011	SM281D1100	G02600	177074028000
SOUTH MARSH IS 281 #D013	SM281D1300	G02600	177074029100
SOUTH MARSH IS 281 #D014A	SM281D14A0	G02600	177074029700
SOUTH MARSH IS 281 #D05A	SM281D05A0	G02600	177074023200
SOUTH MARSH IS 281 #D08A	SM281D08A0	G02600	177074026600
SOUTH MARSH IS 281 #E001D	SM281E01D0	G02600	177074018500
SOUTH MARSH IS 281 #E002A	SM281E02A0	G02600	177074024600
SOUTH MARSH IS 281 #E003	SM281E0300	G02600	177074027800
SOUTH MARSH IS 281 #E004	SM281E0400	G02600	177074028500
SOUTH MARSH IS 281 #E005A	SM281E05A0	G02600	177074029300
SOUTH MARSH IS 281 #E006	SM281E0601	G02600	177074030101
SOUTH MARSH IS 281 #E007	SM281E0700	G02600	177074031600
SOUTH MARSH IS 281 #E008A	SM281E08A1	G02600	177074033101
SOUTH MARSH IS 281 #E009A	SM281E09A0	G02600	177074033800
SOUTH MARSH IS 281 #E010A	SM281E10A0	G02600	177074034800
SOUTH MARSH IS 281 #E011 ST	SM281E1101	G02600	177074035601
SOUTH MARSH IS 281 #E012	SM281E1200	G02600	177074036000
SOUTH MARSH IS 281 #E013	SM281E1300	G02600	177074036600
SOUTH MARSH IS 281 #E014	SM281E1400	G02600	177074038600
SOUTH MARSH IS 281 #I001	SM281I0101	G02600	177074082601
SOUTH MARSH IS 281 #I002 ST1	SM281I0201	G02600	177074082701
SOUTH MARSH IS 281 #I003	SM281I0300	G02600	177074082800
SOUTH PASS 017 #A023	SP017A23	G02938	177212022601
SOUTH PASS 017 #D006	SP017D06	G02938	177214012901
SOUTH PASS 017 #D009	SP017D09	G02938	177214013303
SOUTH PASS 017 #D029	SP017D29	G02938	177214012203
SOUTH PASS 017 #D032	SP017D32	G02938	177214030101
SOUTH PASS 017 #E004	SP017E04	G02938	177214020300
SOUTH PASS 017 #E006	SP017E06	G02938	177214020101
SOUTH PASS 017 #G016	SP017G16	G02938	177214035501
SOUTH PASS 017 #G026	SP017G26	G02938	177214037203

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 017 #G029	SP017G29	G02938	177214037504
SOUTH PASS 037 #003	SP03703	00697	177214045700
SOUTH PASS 042 SWD 1	SL301101	03011	UNKNOWN
SOUTH PASS 059 #A018	SP059A18	G01608	177234015204
SOUTH PASS 059 #C007	SP059C07	G02943	177212021402
SOUTH PASS 059 #C008	SP059C08	G01608	177212022502
SOUTH PASS 059 #C017	SP059C17	G02943	177212022802
SOUTH PASS 059 #C018	SP059C18	G02943	177212024601
SOUTH PASS 059 #C019	SP059C19	G01608	177214006906
SOUTH PASS 059 #C020	SP059C20	G02943	177214007004
SOUTH PASS 059 #C022	SP059C22	G02943	177214009002
SOUTH PASS 059 #C026	SP059C26	G02943	177214010400
SOUTH PASS 059 #C027	SP059C27	G02943	177214011302
SOUTH PASS 059 #C030	SP059C30	G01608	177214005703
SOUTH PASS 059 #C037	SP059C37	G02942	177212022701
SOUTH PASS 059 #C039	SP059C39	G02943	177214006201
SOUTH PASS 059 #C040	SP059C40	G01608	177214032304
SOUTH PASS 059 #C041	SP059C41	G02942	177214032602
SOUTH PASS 059 #C042	SP059C42	G02943	177214039603
SOUTH PASS 059 #D023	SP059D23	G02942	177214017802
SOUTH PASS 059 #D025	SP059D25	G02943	177214018403
SOUTH PASS 059 #D026	SP059D26	G02942	177214019302
SOUTH PASS 059 #D027	SP059D27	G02942	177214020500
SOUTH PASS 059 #D033	SP059D33	G02942	177214031102
SOUTH PASS 059 #D034	SP059D34	G02943	177214030901
SOUTH PASS 059 #G002	SP059G02	G02943	177214033500
SOUTH PASS 059 #G005	SP059G05	G02943	177214034000
SOUTH PASS 059 #G012	SP059G12	G02943	177214035100
SOUTH PASS 059 #G018	SP059G18	G02943	177214035601
SOUTH PASS 059 #G020	SP059G20	G02943	177214036101
SOUTH PASS 060 #A003	SP060A03	G02137	177214001501
SOUTH PASS 060 #A004	SP060A04	G02137	177214001601
SOUTH PASS 060 #A005	SP060A05	G02137	177212012400
SOUTH PASS 060 #A006	SP060A06	G02137	177214001801
SOUTH PASS 060 #A007	SP060A07	G02137	177212012700
SOUTH PASS 060 #A009	SP060A09	G02137	177212014702
SOUTH PASS 060 #A010	SP060A10	G02137	177214002902
SOUTH PASS 060 #A012	SP060A12	G02137	177212017600
SOUTH PASS 060 #A013	SP060A13	G01608	177214004000
SOUTH PASS 060 #A017	SP060A17	G01608	177214004901
SOUTH PASS 060 #A018	SP060A18	G02137	177212020600
SOUTH PASS 060 #A019	SP060A19	G02137	177212020802
SOUTH PASS 060 #A021	SP060A21	G02137	177212022201
SOUTH PASS 060 #A025	SP060A25	G02938	177212024501
SOUTH PASS 060 #A028	SP060A28	G02137	177212025003
SOUTH PASS 060 #A029	SP060A29	G01608	177214008101
SOUTH PASS 060 #A031	SP060A31	G01608	177214007106
SOUTH PASS 060 #A032	SP060A32	G01608	177212018702
SOUTH PASS 060 #A033	SP060A33	G02137	177214001303
SOUTH PASS 060 #A034	SP060A34	G01608	177212017501
SOUTH PASS 060 #A035	SP060A35	G02137	177212019302
SOUTH PASS 060 #A036	SP060A36	G01608	177214001202
SOUTH PASS 060 #A037	SP060A37	G02137	177212013701
SOUTH PASS 060 #B001	SP060B01	G01608	177214002001

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 060 #B003	SP060B03	G01608	177214002302
SOUTH PASS 060 #B004	SP060B04	G02137	177214002402
SOUTH PASS 060 #B006	SP060B06	G01608	177214003001
SOUTH PASS 060 #B007	SP060B07	G01608	177214003601
SOUTH PASS 060 #B008	SP060B08	G01608	177214003701
SOUTH PASS 060 #B012	SP060B12	G01608	177214004202
SOUTH PASS 060 #B013	SP060B13	G01608	177214003904
SOUTH PASS 060 #B014	SP060B14	G01608	177214004403
SOUTH PASS 060 #B015	SP060B15	G01608	177214004502
SOUTH PASS 060 #B017	SP060B17	G01608	177214004703
SOUTH PASS 060 #B020	SP060B20	G01608	177214005101
SOUTH PASS 060 #B021	SP060B21	G01608	177214002502
SOUTH PASS 060 #B022	SP060B22	G01608	177214004106
SOUTH PASS 060 #B026	SP060B26	G01608	177214005003
SOUTH PASS 060 #C006	SP060C06	G02137	177212021100
SOUTH PASS 060 #C023	SP060C23	G02137	177214009200
SOUTH PASS 060 #C031	SP060C31	G02137	177214011806
SOUTH PASS 060 #C038	SP060C38	G01608	177214005502
SOUTH PASS 060 #D002	SP060D02	G02137	177214011601
SOUTH PASS 060 #D010	SP060D10	G02137	177214013902
SOUTH PASS 060 #D012	SP060D12	G02137	177214014301
SOUTH PASS 060 #D014	SP060D14	G01608	177214014401
SOUTH PASS 060 #D015	SP060D15	G01608	177214015102
SOUTH PASS 060 #D016	SP060D16	G02137	177214016101
SOUTH PASS 060 #D017	SP060D17	G02137	177214016202
SOUTH PASS 060 #D018	SP060D18	G02137	177214016501
SOUTH PASS 060 #D021	SP060D21	G02137	177214016703
SOUTH PASS 060 #D022	SP060D22	G02137	177214015802
SOUTH PASS 060 #D024	SP060D24	G02137	177214018200
SOUTH PASS 060 #D025	SP060D25	G02137	177214038901
SOUTH PASS 060 #D031	SP060D31	G02137	177214028901
SOUTH PASS 060 #D035	SP060D35	G02137	177214022703
SOUTH PASS 060 #E001	SP060E01	G01608	177214019202
SOUTH PASS 060 #E002	SP060E02	G01608	177214021602
SOUTH PASS 060 #E003	SP060E03	G01608	177214022201
SOUTH PASS 060 #E005	SP060E05	G01608	177214022902
SOUTH PASS 060 #E008	SP060E08	G01608	177214023900
SOUTH PASS 060 #E009	SP060E09	G01608	177214024405
SOUTH PASS 060 #E011	SP060E11	G01608	177214027500
SOUTH PASS 060 #E012	SP060E12	G01608	177214025100
SOUTH PASS 060 #E013	SP060E13	G01608	177214025601
SOUTH PASS 060 #E014	SP060E14	G01608	177214025903
SOUTH PASS 060 #E015	SP060E15	G01608	177214026300
SOUTH PASS 060 #E016	SP060E16	G01608	177214026603
SOUTH PASS 060 #E019	SP060E19	G01608	177214027400
SOUTH PASS 060 #E021	SP060E21	G01608	177214027802
SOUTH PASS 060 #E022	SP060E22	G02137	177214028700
SOUTH PASS 060 #E023	SP060E23	G01608	177214029302
SOUTH PASS 060 #E024	SP060E24	G01608	177214029403
SOUTH PASS 060 #E025	SP060E25	G01608	177214031301
SOUTH PASS 060 #E026	SP060E26	G01608	177214031501
SOUTH PASS 060 #E028	SP060E28	G01608	177214032201
SOUTH PASS 060 #G001	SP060G01	G02137	177214032901
SOUTH PASS 060 #G003	SP060G03	G02137	177214033400

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 060 #G004	SP060G04	G02137	177214033700
SOUTH PASS 060 #G006	SP060G06	G02137	177214033801
SOUTH PASS 060 #G007	SP060G07	G01608	177214034102
SOUTH PASS 060 #G008	SP060G08	G02137	177214034200
SOUTH PASS 060 #G009	SP060G09	G01608	177214034600
SOUTH PASS 060 #G010	SP060G10	G02137	177214034900
SOUTH PASS 060 #G011	SP060G11	G01608	177214035000
SOUTH PASS 060 #G013	SP060G13	G01608	177214034803
SOUTH PASS 060 #G014	SP060G14	G02137	177214035301
SOUTH PASS 060 #G015	SP060G15	G02137	177214035404
SOUTH PASS 060 #G017	SP060G17	G01608	177214035701
SOUTH PASS 060 #G019	SP060G19	G02137	177214035903
SOUTH PASS 060 #G021	SP060G21	G02137	177214036201
SOUTH PASS 060 #G022	SP060G22	G01608	177214036501
SOUTH PASS 060 #G023	SP060G23	G01608	177214036700
SOUTH PASS 060 #G024	SP060G24	G01608	177214036900
SOUTH PASS 060 #G025	SP060G25	G02137	177214037001
SOUTH PASS 060 #G027	SP060G27	G01608	177214037100
SOUTH PASS 060 #G028	SP060G28	G01608	177214037301
SOUTH PASS 060 #G031	SP060G31	G02137	177214038101
SOUTH PASS 060 #G032	SP060G32	G02137	177214038302
SOUTH PASS 060 #G033	SP060G33	G01608	177214037700
SOUTH PASS 060 #G034	SP060G34	G02137	177214038901
SOUTH PASS 060 #G035	SP060G35	G02137	177214039200
SOUTH PASS 060 #G036	SP060G36	G02137	177214039301
SOUTH PASS 061 #B018	SP061B18	G01609	177214004802
SOUTH PASS 061 #E029	SP061E29	G01609	177214031802
SOUTH PASS 066 #A012	SP066A1200	G01611	177234011401
SOUTH PASS 066 #A015	SP066A15	G01611	177234011702
SOUTH PASS 066 #C001	SP066C0100	G01611	177212019402
SOUTH PASS 066 #C013	SP066C1300	G01611	177214005803
SOUTH PASS 066 #C021	SP066C2100	G01611	177214008303
SOUTH PASS 066 #C025	SP066C2500	G01611	177214010301
SOUTH PASS 066 #C029	SP066C29	G01611	177214012702
SOUTH PASS 066 #C036	SP066C3600	G01611	177214005305
SOUTH PASS 067 #A001	SP067A01	G01612	177234010501
SOUTH PASS 067 #A004	SP067A04	G01612	177234010603
SOUTH PASS 067 #A005	SP067A05	G01612	177234010702
SOUTH PASS 067 #A008	SP067A08	G01612	177234010901
SOUTH PASS 067 #A009	SP067A09	G01612	177234011001
SOUTH PASS 067 #A010	SP067A10	G01612	177234011100
SOUTH PASS 067 #A011	SP067A11	G01612	177234011200
SOUTH PASS 067 #A013	SP067A13	G01612	177234011502
SOUTH PASS 067 #A014	SP067A14	G01612	177234011601
SOUTH PASS 067 #A016	SP067A16	G01612	177234015101
SOUTH PASS 067 #A019	SP067A19	G01612	177234015700
SOUTH PASS 067 #A020	SP067A20	G01612	177234015301
SOUTH PASS 067 #A021	SP067A21	G01612	177234015600
SOUTH PASS 067 #A022	SP067A22	G01612	177234015900
SOUTH PASS 067 #A023	SP067A23	G01612	177234015801
SOUTH PASS 067 #A024	SP067A24	G01612	177234016000
SOUTH PASS 067 #A025	SP067A25	G01612	177234017400
SOUTH PELTO 013 #009	PL01300900	G03171	177134019701
SOUTH TIMBALIER 195 #B001	ST195B01	G03593	177154091400

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 195 #B002	ST195B02	G03593	177154092500
SOUTH TIMBALIER 195 #B003	ST195B03	G03593	177154117901
SOUTH TIMBALIER 315 #A003	ST315A03	G23946	177164029004
SOUTH TIMBALIER 316 #A001	ST316A0100	G22762	177164028600
SOUTH TIMBALIER 316 #A002	ST316A0200	G22762	177164028800
STATE TRACT 773 #L001 (NW/4)	ST773L1N	111650	427023021000
STATE TRACT 773 #L001 (SW/4)	ST773L1S	136449	426023016700
STATE TRACT 773 #L002	ST773L2	115727	427023021800
STATE TRACT 773 #L003	ST773L3	114988	427023022000
VERMILION 196 #A001	VR196A01	G19760	177054112300
VERMILION 196 #A001	VR196A01	G19760	177054112300
VERMILION 196 #A002	VR196A02	G19760	177054116700
VERMILION 196 #A002	VR196A02	G19760	177054116700
VERMILION 196 #A004	VR196A04	G19760	177054127900
VERMILION 196 #A004	VR196A04	G19760	177054127900
VERMILION 207 #A003	VR207A03	G19761	177054117600
VERMILION 261 #A001	VR261A0100	G03328	177064029000
VERMILION 261 #A002	VR261A0200	G03328	177064033000
VERMILION 261 #A004	VR261A0402	G03328	177064032902
VERMILION 261 #A005	VR261A0500	G03328	177064034600
VERMILION 261 #A007	VR261A0700	G03328	177064035400
VERMILION 261 #A008	VR261A0800	G03328	177064084900
VERMILION 262 #A006	VR262A06	G34257	177064035201
VERMILION 272 #A001	VR272A01	G23829	177064091300
VERMILION 272 #A002	VR272A02	G23829	177064091400
VERMILION 272 #A003	VR272A03	G23829	177084093603
VERMILION 272 #A004	VR272A04	G23829	177064091602
VERMILION 272 #A005	VR272A05	G23829	177064091700
VERMILION 272 #A006	VR272A06	G23829	177064096100
VERMILION 272 #A007	VR272A07	G23829	177064096200
VERMILION 272 #B001	VR272B01	G23829	177064091800
VERMILION 272 #B002	VR272B02	G23829	177064092502
VERMILION 272 #C001	VR272C01	G23829	177064096001
VERMILION 273 #B003	VR273B03	G14412	177064092600
VERMILION 279 #A001	VR279A01	G11881	177064074701
VERMILION 279 #A002	VR279A02	G11881	177064075701
VERMILION 279 #A003	VR279A03	G11881	177064076601
VERMILION 279 #A004	VR279A04	G11881	177064087600
VERMILION 279 #A005	VR279A05	G11881	177064075802
VERMILION 279 #A006	VR279A06	G11881	177064079900
VERMILION 279 #A007	VR279A07	G11881	177064078800
VERMILION 279 #A008	VR279A08	G11881	177064079600
VERMILION 279 #A009	VR279A09	G11881	177064080400
VERMILION 279 #A010	VR279A10	G11881	177064080700
VERMILION 279 #A011	VR279A11	G11881	177064080802
VERMILION 279 #A012	VR279A12	G11881	177064087100
VERMILION 313 #B001	VR313B01	G01172	177064028100
VERMILION 313 #B002	VR313B02	G01172	177064029700
VERMILION 313 #B003	VR313B03	G01172	177064030100
VERMILION 313 #B005	VR313B05	G01172	177064032800
VERMILION 313 #B006	VR313B06	G01172	177064031900
VERMILION 313 #B007	VR313B07	G01172	177064032700
VERMILION 313 #B009	VR313B09	G01172	177064033801
VERMILION 313 #B010	VR313B10	G01172	177064035700

Asset Name	FWE Acct. Code	Lease Number	API
VERMILION 313 #B011	VR313B11	G01172	177064037100
VERMILION 313 #B012	VR313B12	G01172	177064036200
VERMILION 313 #C001	VR313C01	G01172	177064071700
VERMILION 313 #C002	VR313C02	G01172	177064071900
VERMILION 313 #C003	VR313C03	G01172	177064072200
VERMILION 313 #C004	VR313C04	G01172	177064072000
VERMILION 313 #D001	VR313D01	G01172	177064090000
VERMILION 313 #D002	VR313D02	G01172	177064090201
VERMILION 313 #D003	VR313D03	G01172	177064090300
VERMILION 313 #D004	VR313D04	G01172	177064090501
VERMILION 313 #D005	VR313D05	G01172	177064090701
VERMILION 408 #A001	VR408A01	G15212	177064084401
VERMILION 408 #A002	VR408A02	G15212	177064086600
VERMILION 408 #A003	VR408A03	G15212	177064089900
VIOSCA KNOLL 824 #004	VK82400402	G15436	608164032902
VIOSCA KNOLL 826 A-10 ST1	VK826A1001	G06888	608164032601
VIOSCA KNOLL 826 A-12 BP1	VK826A1201	G06888	608164038101
VIOSCA KNOLL 826 A-13	VK826A13	G06888	608164038200
VIOSCA KNOLL 826 A-14 ST1	VK826A1401	G06888	608164038001
VIOSCA KNOLL 826 A-3	VK826A03	G06888	608164022000
VIOSCA KNOLL 826 A-4	VK826A04	G06888	608164020500
VIOSCA KNOLL 826 A-5	VK826A05	G06888	608164022100
VIOSCA KNOLL 826 A-6	VK826A06	G06888	608164022200
VIOSCA KNOLL 826 A-7	VK826A07	G06888	608164023600
VIOSCA KNOLL 826 A-8	VK826A08	G06888	608164032400
VIOSCA KNOLL 826 A-9 ST1	VK826A0901	G06888	608164032501
VIOSCA KNOLL 826 A-1 ST	VK826A0101	G06888	608164019401
VIOSCA KNOLL 826 A-2	VK826A02	G06888	608164021900
VIOSCA KNOLL 826 SS12	VK826SS012	G06888	608164035800
VIOSCA KNOLL 917 SS01 ST2	VK917SS102	G15441	608164040002
VIOSCA KNOLL 962 SS01	VK962SS01	G15445	608164039901
WEST CAMERON 009 #001 SL 18287	SL1828701	18287	177002025000
WEST CAMERON 065 #B018	WC065B1800	G02825	177004098900
WEST CAMERON 065 #B019	WC065B1901	G02825	177004099501
WEST CAMERON 065 #B020 ST2	WC065B2001	G02825	177004099701
WEST CAMERON 066 #A017	WC066A1700	G02826	177004100600
WEST CAMERON 066 #B002	WC066B0200	G02826	177004017600
WEST CAMERON 066 #B003	WC066B0300	G02826	177004017800
WEST CAMERON 066 #B004	WC066B0400	G02826	177004018300
WEST CAMERON 066 #B006	WC066B0600	G02826	177004019100
WEST CAMERON 066 #B007	WC066B0700	G02826	177004019600
WEST CAMERON 066 #B008D	WC066B08D0	G02826	177004020400
WEST CAMERON 066 #B009	WC066B0900	G02826	177004020801
WEST CAMERON 066 #B010	WC066B1000	G02826	177004021400
WEST CAMERON 066 #B012	WC066B1200	G02826	177004023000
WEST CAMERON 066 #B014	WC066B1401	G02826	177004022001
WEST CAMERON 066 #B015	WC066B1500	G02826	177004087600
WEST CAMERON 066 #B016	WC066B1601	G02826	177004097101
WEST CAMERON 066 #B017	WC066B1700	G02826	177004098700
WEST CAMERON 066 #E001	WC066E0100	G02826	177004034700
WEST CAMERON 066 #E002	WC066E0200	G02826	177004043400
WEST CAMERON 066 #E003	WC066E0300	G02826	177004047900
WEST CAMERON 066 #E004	WC066E0400	G02826	177004051500
WEST CAMERON 072 #001	WC07200100	G23735	177004114900



Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 072 #002	WC07200200	G23735	177004119400
WEST CAMERON 072 #003	WC07200301	G23735	177004125001
WEST CAMERON 295 #A001	WC295A0101	G24730	177014037501
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001
WEST CAMERON 485 #A001	WC485A01	G02220	177024010002
WEST CAMERON 485 #A010	WC485A10	G02220	177024117800
WEST CAMERON 485 #A011	WC485A11	G02220	177024118300
WEST CAMERON 485 #B006	WC485B06	G02220	177024108300
WEST CAMERON 498 #B001	WC498B01	G03520	177024106500
WEST CAMERON 498 #B002	WC498B02	G03520	177024106901
WEST CAMERON 498 #B003	WC498B03	G03520	177024109002
WEST CAMERON 498 #B004	WC498B04	G03520	177024109400
WEST CAMERON 498 #B005	WC498B05	G03520	177024116001
WEST CAMERON 498 #B006	WC498B06	G03520	177024116100
WEST CAMERON 498 #B007	WC498B07	G03520	177024116200
WEST CAMERON 498 #B008	WC498B08	G03520	177024118801
WEST CAMERON 498 #B009	WC498B09	G03520	177024120201
WEST CAMERON 498 #B010	WC498B10	G03520	177024121000
WEST CAMERON 498 #B011	WC498B11	G03520	177024131700
WEST CAMERON 507 #A002	WC507A02	G02549	177024018200
WEST CAMERON 507 #A003	WC507A03	G02549	177024020101
WEST CAMERON 507 #A004	WC507A04	G10594	177024023002
WEST CAMERON 507 #A005	WC507A05	G02549	177024023500
WEST CAMERON 507 #A006	WC507A06	G02549	177024024902
WEST CAMERON 507 #A007	WC507A07	G02549	177024094900
WEST CAMERON 507 #A008	WC507A08	G02549	177024094400
WEST CAMERON 507 #A009	WC507A09	G02549	177024094700
WEST CAMERON 507 #B001	WC507B01	G02549	177024098304
WEST CAMERON 507 #B002	WC507B02	G02549	177024099001
WEST CAMERON 507 #B003	WC507B03	G02549	177024100201
WEST CAMERON 507 #B004	WC507B04	G02549	177024108202
WEST CAMERON 507 #B005	WC507B05	G02549	177024101200
WEST CAMERON 507 #C001	WC507C01	G02549	177024130300
WEST CAMERON 67 #D1	WC067D0100	G03256	177004031600
WEST CAMERON 67 #D10	-	G03256	177004098501
WEST CAMERON 67 #D6	-	G03256	177004040700
WEST CAMERON 67 #D9	WC067D0900	G03256	177004078600
WEST DELTA 027 #008	WD02708	G04473	177194065801
WEST DELTA 027 #009	WD02709	G04473	177194066202
WEST DELTA 027 #A001	WD027A01	G04473	177194022303
WEST DELTA 027 #A002	WD027A02	G04473	177194028402
WEST DELTA 027 #A003	WD027A03	G04473	177194022600
WEST DELTA 027 #A005	WD027A05	G04473	177194023500
WEST DELTA 027 #A006	WD027A06	G04473	177194030500
WEST DELTA 027 #A007	WD027A07	G04473	177194032101
WEST DELTA 027 #A009	WD027A09	G04473	177194055500
WEST DELTA 027 #A010	WD027A10	G04473	177194056501
WEST DELTA 027 #A011	WD027A11	G04473	177194066100
WEST DELTA 027 #A012	WD027A12	G04473	177194070904
WEST DELTA 027 #B001	WD027B01	G04473	177194085900
WEST DELTA 027 #B003	WD027B03	G04473	177194086100
WEST DELTA 027 #B004	WD027B04	G04473	177194086200
WEST DELTA 027 #B005 ST1	WD027B05	G04473	177194086301
WEST DELTA 063 #E001	WD063E01	G19839	177194082900

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 064 #C001	WD064C01	G25008	177194081901
WEST DELTA 064 #C002	WD064C02	G25008	177194082801
WEST DELTA 079 #A001	WD079A01	G01449	177190109600
WEST DELTA 079 #A002	WD079A02	G01449	177190120200
WEST DELTA 079 #A003	WD079A03	G01449	177190121900
WEST DELTA 079 #A005	WD079A05	G01449	177190124200
WEST DELTA 079 #A006	WD079A06	G01449	177190127300
WEST DELTA 079 #A007	WD079A07	G01449	177190130600
WEST DELTA 079 #A008	WD079A08	G01449	177190138300
WEST DELTA 079 #A012	WD079A12	G01449	177192002600
WEST DELTA 079 #A013	WD079A13	G01449	177192003400
WEST DELTA 079 #A014	WD079A14	G01449	177192003800
WEST DELTA 079 #A017	WD079A17	G01449	177192004900
WEST DELTA 079 #A018	WD079A18	G01449	177192005200
WEST DELTA 079 #A019	WD079A19	G01449	177192006800
WEST DELTA 079 #A020	WD079A20	G01449	177192008301
WEST DELTA 079 #A021	WD079A21	G01449	177192012700
WEST DELTA 079 #A023	WD079A23	G01449	177192015900
WEST DELTA 079 #A026	WD079A26	G01449	177192020400
WEST DELTA 079 #B001	WD079B01	G01874	177190132200
WEST DELTA 079 #B002	WD079B02	G01874	177192004000
WEST DELTA 079 #B003	WD079B03	G01874	177192001900
WEST DELTA 079 #B004	WD079B04	G01874	177192005600
WEST DELTA 079 #B005	WD079B05	G01874	177192006700
WEST DELTA 079 #B006	WD079B06	G01874	177192008500
WEST DELTA 079 #B008	WD079B08	G01874	177192012800
WEST DELTA 079 #B010	WD079B10	G01874	177192011500
WEST DELTA 079 #B011	WD079B11	G01874	177192015100
WEST DELTA 079 #B013	WD079B13	G01874	177192013400
WEST DELTA 079 #B019	WD079B19	G01874	177194011600
WEST DELTA 079 #B021	WD079B21	G01874	177194013600
WEST DELTA 079 #B023	WD079B23	G01874	177194014900
WEST DELTA 079 #B025	WD079B25	G01874	177194018400
WEST DELTA 079 #B027	WD079B27	G01874	177194018900
WEST DELTA 079 #B028	WD079B28	G01874	177194034700
WEST DELTA 079 #B029	WD079B29	G01874	177194035700
WEST DELTA 079 #C001	WD079C01	G01874	177190133900
WEST DELTA 079 #C002	WD079C02	G01874	177192002000
WEST DELTA 079 #C003	WD079C03	G01874	177192004300
WEST DELTA 079 #C004	WD079C04	G01874	177192004400
WEST DELTA 079 #C007	WD079C07	G01874	177192007600
WEST DELTA 079 #C009	WD079C09	G01874	177192008900
WEST DELTA 079 #C014	WD079C14	G01874	177192012000
WEST DELTA 079 #C015	WD079C15	G01874	177192012300
WEST DELTA 079 #C017	WD079C17	G01874	177192013800
WEST DELTA 079 #C021	WD079C21	G01874	177192015301
WEST DELTA 079 #C024	WD079C24	G01874	177192005801
WEST DELTA 079 #C025	WD079C25	G01874	177194008701
WEST DELTA 079 #C026 ST 1	WD079C26	G01874	177192008101
WEST DELTA 079 #C027	WD079C27	G01874	177194009801
WEST DELTA 079 #C029	WD079C29	G01874	177192006601
WEST DELTA 079 #C030	WD079C30	G01874	177194017900
WEST DELTA 079 #C031	WD079C31	G01874	177192009902
WEST DELTA 079 #C032	WD079C32	G01874	177194019400

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 079 #C033	WD079C33	G01874	177192009101
WEST DELTA 079 #C034	WD079C34	G01874	177194050600
WEST DELTA 079 #D017	WD079D17	G01449	177192020500
WEST DELTA 079 #D020	WD079D20	G01449	177192023101
WEST DELTA 079 #D023	WD079D23	G01449	177194006600
WEST DELTA 079 #D024	WD079D24	G01449	177194007300
WEST DELTA 079 #D031	WD079D31	G01449	177194037800
WEST DELTA 079 #D035	WD079D35	G01449	177194046200
WEST DELTA 079 #D036	WD079D36	G01449	177194047400
WEST DELTA 079 #D037	WD079D37	G01874	177194048300
WEST DELTA 079 #F002	WD079F02	G01449	177194038300
WEST DELTA 079 #F003	WD079F03	G01449	177194047800
WEST DELTA 080 #A004	WD080A04	G01874	177190137001
WEST DELTA 080 #A010	WD080A10	G01874	177190136300
WEST DELTA 080 #A011	WD080A11	G01874	177190134600
WEST DELTA 080 #A016	WD080A16	G01874	177192004600
WEST DELTA 080 #A022	WD080A22	G01449	177192014100
WEST DELTA 080 #A024	WD080A24	G01874	177192011900
WEST DELTA 080 #B007	WD080B07	G01874	177192007300
WEST DELTA 080 #B014	WD080B14	G01989	177192014200
WEST DELTA 080 #B016	WD080B16	G01874	177192018200
WEST DELTA 080 #B020	WD080B20	G01874	177194010100
WEST DELTA 080 #B022	WD080B22	G01874	177192010701
WEST DELTA 080 #D002	WD080D02	G01989	177192015400
WEST DELTA 080 #D004	WD080D04	G01989	177192016200
WEST DELTA 080 #D005	WD080D05	G01449	177192016800
WEST DELTA 080 #D006	WD080D06	G01989	177192016300
WEST DELTA 080 #D007	WD080D07	G01989	177192018400
WEST DELTA 080 #D008	WD080D08	G01989	177192017200
WEST DELTA 080 #D009	WD080D09	G01874	177192019100
WEST DELTA 080 #D010	WD080D10	G01874	177192017700
WEST DELTA 080 #D012	WD080D12	G01874	177192018900
WEST DELTA 080 #D016	WD080D16	G01449	177192019700
WEST DELTA 080 #D018	WD080D18	G02136	177192021100
WEST DELTA 080 #D019	WD080D19	G01449	177192021703
WEST DELTA 080 #D021	WD080D21	G01989	177192023200
WEST DELTA 080 #D022	WD080D22	G01449	177194006100
WEST DELTA 080 #D026	WD080D26	G01989	177194007701
WEST DELTA 080 #D027	WD080D27	G01874	177192015201
WEST DELTA 080 #D028	WD080D28	G01874	177194033500
WEST DELTA 080 #D029	WD080D29	G01874	177194036501
WEST DELTA 080 #D030	WD080D30	G02136	177194035200
WEST DELTA 080 #D032	WD080D32	G01449	177194038500
WEST DELTA 080 #D033	WD080D33	G01989	177194039101
WEST DELTA 080 #D034	WD080D34	G01874	177192019501
WEST DELTA 080 #F001	WD080F01	G01874	177194035900
WEST DELTA 085 #A010	WD085A10	G04895	177194031700
WEST DELTA 085 #A012	WD085A12	G04895	177194032300
WEST DELTA 085 #A015	WD085A15	G04895	177194033400
WEST DELTA 085 #A016	WD085A16	G04895	177194082700
WEST DELTA 086 #A001	WD086A01	G02934	177194016900
WEST DELTA 086 #A003	WD086A03	G04243	177194025600
WEST DELTA 086 #A004	WD086A04	G04243	177194027300
WEST DELTA 086 #A005	WD086A05	G04243	177194023901

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 086 #A006	WD086A06	G02934	177194028000
WEST DELTA 086 #A007	WD086A07	G02934	177194029900
WEST DELTA 086 #A008	WD086A08	G04243	177194031300
WEST DELTA 086 #A013	WD086A13	G02934	177194033300
WEST DELTA 086 #A014	WD086A14	G04243	177194032500
WEST DELTA 086 #B001	WD086B01	G04243	177194050000
WEST DELTA 086 #B002	WD086B02	G04243	177194052600
WEST DELTA 086 #B003	WD086B03	G04243	177194083400
WEST DELTA 086 #B005	WD086B05	G04243	177194083500
WEST DELTA 090 #F004	WD090F0400	G01089	177194057700
WEST DELTA 090 #F005 ST2	WD090F0502	G01089	177194057902
WEST DELTA 090 #F006	WD090F0600	G01089	177194058601
WEST DELTA 103 #F001 ST1	WD103F0101	G12360	177194054801
WEST DELTA 103 #F002	WD103F0200	G12360	177194055100
WEST DELTA 103 #F003	WD103F0300	G12360	177194058200
WEST DELTA 121 #A005	WD121A0500	G19843	177204015300
WEST DELTA 121 #A006	WD121A0600	G19843	177204015400
WEST DELTA 122 #002	WD12200201	G13645	177204014301
WEST DELTA 122 #A001	WD122A0100	G13645	177204014200
WEST DELTA 122 #A003 ST2	WD122A0302	G13645	177204014802
WEST DELTA 122 #A004 ST1	WD122A0401	G13645	177204015201
WEST DELTA 122 #A008 ST1	WD122A0801	G13645	177204015601
WEST DELTA 122 #A011	WD122A1101	G13645	177204016001
WEST DELTA 122 #A012	WD122A1200	G13645	177204016100

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
BRAZOS A-105 P/F-A	BAA105PFA	G01757	BAA105	31.3%
BRAZOS A-105 P/F-A	BAA105PFA	G01757	BAA105	56.3%
BRAZOS A-105 P/F-B	BAA105PFB	G01757	BAA105	31.3%
BRAZOS A-105 P/F-B	BAA105PFB	G01757	BAA105	56.3%
BRAZOS A-133 P/F-A	BAA133APLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-B	BAA133BPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-C-AUX	BAA133CAUX	G02665	BAA133	25.0%
BRAZOS A-133 P/F-D	BAA133DPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-E	BAA133EPLT	G02665	BAA133	25.0%
EAST BREAKS 159 P/F-A	EB159PFA	G02646	EB159	66.7%
EAST BREAKS 160 P/F-A	EB160PFA	G02647	EB160	66.7%
EAST BREAKS 160 P/F-A	EB160PFA	G02647	EB160	33.3%
EAST BREAKS 165 P/F-A	EB165PFA	G06280	EB165	100.0%
EAST CAMERON 330 P/F-B	EC330PFB	G03540	EC330	95.0%
EAST CAMERON 332 P/F-A	EC332PFA	G09478	EC332	90.4%
EAST CAMERON 349 P/F-A	EC349PFA	G14385	EC349	25.0%
EUGENE IS 032 #012 CAS P/F	EI032PF12	00196	EI032	23.7%
EUGENE IS 032 #016 CAS P/F	EI032PF16	00196	EI032	23.7%
EUGENE IS 032 #020 CAS P/F	EI032PF20	00196	EI032	23.7%
EUGENE IS 032 #029 CAS P/F	EI032PF29	00196	EI032	23.7%
EUGENE IS 032 #8 CAS P/F	EI032PF08	00196	EI032	23.7%
EUGENE IS 032 P/F-10	EI032PF10	00196	EI032	23.7%
EUGENE IS 032 P/F-22	EI032PF22	00196	EI032	23.7%
EUGENE IS 032 P/F-23	EI032PF23	00196	EI032	23.7%
EUGENE IS 032 P/F-24	EI032PF24	00196	EI032	23.7%
EUGENE IS 032 P/F-25	EI032PF25	00196	EI032	23.7%
EUGENE IS 032 P/F-26	EI032PF26	00196	EI032	23.7%
EUGENE IS 032 P/F-27	EI032PF27	00196	EI032	23.7%
EUGENE IS 032 P/F-28	EI032PF28	00196	EI032	23.7%
EUGENE IS 032 P/F-30	EI032PF30	00196	EI032	23.7%
EUGENE IS 032 P/F-5	EI032PF5	00196	EI032	23.7%
EUGENE IS 032 P/F-A	EI032PFA	00196	EI032	23.7%
EUGENE IS 032 P/F-A-PRD	EI032PFAPR	00196	EI032	23.7%
EUGENE IS 032 P/F-A-QRT	EI032PFAQR	00196	EI032	23.7%
EUGENE IS 032 P/F-A-TNK	EI032PFATN	00196	EI032	23.7%
EUGENE IS 032 P/F-E	EI032PFE	00196	EI032	23.7%
EUGENE IS 032 P/F-E-PRD	EI032PFEP	00196	EI032	23.7%
EUGENE IS 032 P/F-F-CMP	EI032PFFCM	00196	EI032	23.7%
EUGENE IS 032 P/F-F-PROD	EI032PFFPR	00196	EI032	23.7%
EUGENE IS 032 P/F-F-TANK	EI032PFFTN	00196	EI032	23.7%
EUGENE IS 032 P/F-F-TRT	EI032PFFTR	00196	EI032	23.7%
EUGENE IS 032 P/F-GM-VALVE	EI032PFGMV	00196	EI032	23.7%
EUGENE IS 032 P/F-H	EI032PFH	00196	EI032	23.7%
EUGENE IS 053 P/F-10	EI5310CAS	00479	EI053	0.0%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
EUGENE IS 053 P/F-12	EI5312CAS	00479	EI053	0.0%
EUGENE IS 053 P/F-8	EI538CAS	00479	EI053	11.1%
EUGENE IS 053 P/F-9	EI539PLT	00479	EI053	11.1%
EUGENE IS 053 P/F-B	EI53BPLT	00479	EI053	11.1%
EUGENE IS 053 P/F-C	EI53CPLT	00479	EI053	5.6%
EUGENE IS 053 P/F-D	EI53DCAS	00479	EI053	0.0%
EUGENE IS 053 P/F-G	EI53GCAS	00479	EI053	11.1%
EUGENE IS 063 P/F-A	EI063PFA	00425	EI062	140.0%
EUGENE IS 063 P/F-B	EI063PFB	00425	EI062	140.0%
EUGENE IS 063 P/F-C-QTR	EI063PFC	00425	EI062	140.0%
EUGENE IS 100 P/F-D-QTR	EI100PFD	00796	EI100	100.0%
EUGENE IS 175 P/F-C-PROD	EI175CPRD	438	EI175	25.0%
EUGENE IS 175 P/F-D	EI175DPLT	438	EI175	25.0%
EUGENE IS 175 P/F-F	EI175FPLT	438	EI175	25.0%
EUGENE IS 175 P/F-H	EI175HCAS	438	EI175	25.0%
EUGENE IS 175 P/F-I	EI175ICAS	438	EI175	25.0%
EUGENE IS 175 P/F-J	EI175JPLT	438	EI175	25.0%
EUGENE IS 296 P/F-B	EI296PFB	G01687M	EI 296	14.5%
EUGENE IS 307 P/F-A	EI307PFA	G02110	EI307	100.0%
EUGENE IS 307 P/F-B	EI307PFB	G02110	EI307	100.0%
EUGENE IS 312 P/F-D	EI312PFD	G22679	EI312	60.0%
EUGENE IS 330 P/F A C S	EI330ACSPF	G02115	EI330	0.0%
EUGENE IS 330 P/F-B	EI330BPLT	G02115	EI330	0.0%
EUGENE IS 330 P/F-D	EI330DPLT	G02115	EI330	0.0%
EUGENE IS 342 P/F-C	EI342CPLT	G02319	EI342	0.0%
GALVESTON 210 P/F-1	GA2101CAS	G25524	GA210	33.3%
GALVESTON 210 P/F-2	GA2102CAS	G25524	GA210	33.3%
GALVESTON 210 P/F-B	GA210BPLT	G25524	GA210	33.3%
GALVESTON A-155 P/F-A	GAA155PFA	G30654	GAA155	8.1%
HIGH ISLAND A-341 P/F-B	HIA341BPLT	G25605	HIA341	40.0%
HIGH ISLAND A-376 P/F-A	HIA376APLT	G02754	HIA376	51.2%
HIGH ISLAND A-376 P/F-B	HIA376BPLT	G02754	HIA376	51.2%
HIGH ISLAND A-376 P/F-C	HIA376CPLT	G02754	HIA376	51.2%
HIGH ISLAND A-382 P/F-F	HIA382FPLT	G02757	HIA382	27.6%
HIGH ISLAND A-474 P/F-A	HIA474PFA	G02366	HIA474	12.0%
HIGH ISLAND A-489 P/F-B	HIA489PFB	G02372	HIA489	12.0%
HIGH ISLAND A-550 P/F-A	HIA550PFA	G04081	HIA550	100.0%
HIGH ISLAND A-563 P/F-B	HIA563PFB	G02388	HIA563	2.7%
HIGH ISLAND A-573 P/F-A	HIA573APLT	G02393	HIA573	27.6%
HIGH ISLAND A-573 P/F-B	HIA573BPLT	G02393	HIA573	27.6%
HIGH ISLAND A-582 P/F-C	HIA582PFC	G02719	HIA582	3.0%
HIGH ISLAND A-582 P/F-D	HIA582PFD	G02719	HIA582	2.6%
HIGH ISLAND A-595 P/F-CF	HIA595CFPT	G02721	HIA595	27.6%
HIGH ISLAND A-595 P/F-D	HIA595DPLT	G02721	HIA595	27.6%



Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
HIGH ISLAND A-596 P/F-E	HIA596EPLT	G02722	HIA596	27.6%
MAIN PASS 077 P/F-A	MP077PFA	G04481	MP077	17.8%
MAIN PASS 077 P/F-A	MP077PFA	G04481	MP077	56.0%
SHIP SHOAL 149 P/F-C	SS149PFC	434	SS149	3.0%
SHIP SHOAL 169 P/F-BB	SS169PFBB	00820	SS169	33.3%
SHIP SHOAL 169 P/F-C	SS169PFC	00820	SS169	33.3%
SHIP SHOAL 169 P/F-G	SS169PFG	00820	SS169	33.3%
SHIP SHOAL 177 P/F-7	SS177PF7	00590	SS177	25.0%
SHIP SHOAL 177 P/F-A	SS177PFA	00590	SS177	25.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	0.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	1.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	1.0%
SHIP SHOAL 189 P/F-C	SS189PFC	G04232	SS189	0.0%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	0.2%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	0.2%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	0.2%
SHIP SHOAL 206 P/F-E	SS206EPLT	G01522	SS206	40.0%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	21.0%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	26.3%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	21.0%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	26.3%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	21.0%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	26.3%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	21.0%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	26.3%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	21.0%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	26.3%
SHIP SHOAL 207 P/F-DWPF	SS207PFDWP	G01523	SS207	19.8%
SHIP SHOAL 214 P/F-4	SS214PF4	00828	SS214	35.5%
SHIP SHOAL 214 P/F-E	SS214PFE	00828	SS214	35.5%
SHIP SHOAL 214 P/F-F	SS214PFF	00828	SS214	35.5%
SHIP SHOAL 214 P/F-H	SS214PFH	00828	SS214	35.5%
SHIP SHOAL 214 P/F-K	SS214PFK	00828	SS214	35.5%
SHIP SHOAL 214 P/F-L	SS214PFL	00828	SS214	35.5%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	5.2%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	0.3%
SHIP SHOAL 233 P/F-A	SS233PFA	G15293	SS233	33.8%
SHIP SHOAL 233 P/F-B	SS233PFB	G01528	SS233	33.8%
SHIP SHOAL 238 P/F-A	SS238PFA	G03169	SS238	34.5%
SHIP SHOAL 238 P/F-B	SS238PFB	G03169	SS238	34.5%
SHIP SHOAL 246 P/F-A	SS246PFA	G01027	SS246	78.7%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SHIP SHOAL 246 P/F-E	SS246PFE	G01027	SS246	78.7%
SHIP SHOAL 246 P/F-J	SS246PFJ	G01027	SS246	100.0%
SHIP SHOAL 247 P/F-F	SS247PFF	G01028	SS247	87.0%
SHIP SHOAL 248 P/F-D	SS248PFD	G01029	SS248	83.3%
SHIP SHOAL 248 P/F-G	SS248PFG	G01029	SS248	83.3%
SHIP SHOAL 253 P/F-C	SS253PFC	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-D	SS253PFD	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-E	SS253PFE	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-F	SS253PFF	G01031	SS253	100.0%
SHIP SHOAL 291 P/F-A	SS291PFA	G02923	SS291	100.0%
SHIP SHOAL 300 P/F-A	SS300PFA	G07760	SS300	24.3%
SHIP SHOAL 300 P/F-B	SS300PFB	G07760	SS300	21.8%
SHIP SHOAL 315 P/F-A	SS315PFA	G09631	SS315	25.0%
SOUTH MARSH IS 066 P/F-C	SM66CPLT	G01198	SM058	50.0%
SOUTH MARSH IS 066 P/F-D	SM66DPLT	G01198	SM066	50.0%
SOUTH MARSH IS 102 P/F-A	SM102PFA	G24872	SM102	100.0%
SOUTH MARSH IS 137 P/F-A	SM137APLT	G02589	SM137	50.0%
SOUTH MARSH IS 142 P/F-A	SM142PFA	G01216	SM142	100.0%
SOUTH MARSH IS 142 P/F-C	SM142PFC	G01216	SM142	100.0%
SOUTH MARSH IS 146 P/F-B	SM146PFB	G09546	SM146	100.0%
SOUTH MARSH IS 147 P/F-A	SM147PFA	G06693	SM147	100.0%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	0.4%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	0.4%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	0.4%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	26.8%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	0.4%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	11.9%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	0.4%
SOUTH MARSH IS 280 P/F-G	SM280GPLT	G14456	SM280	0.0%
SOUTH MARSH IS 280 P/F-H	SM280HPLT	G14456	SM280	50.0%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	41.2%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	0.3%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	31.4%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	0.5%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	31.4%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	0.5%
SOUTH PASS 060 P/F-A	SP060PFA	G01608	SP060	100.0%
SOUTH PASS 060 P/F-B	SP060PFB	G01608	SP060	100.0%
SOUTH PASS 060 P/F-C	SP060PFC	G01608	SP060	100.0%
SOUTH PASS 060 P/F-D	SP60PFD	G01608	SP60P	100.0%
SOUTH PASS 060 P/F-E	SP060PFE	G01608	SP060	100.0%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SOUTH PASS 060 P/F-F	SP060PFF	G01608	SP060	100.0%
SOUTH PASS 060 P/F-G	SP60PFG	G01608	SP60P	100.0%
SOUTH PASS 067 P/F-A	SP067PFA	G01612	SP067	100.0%
SOUTH PELTO 013 P/F-7	PL013PF7	G03171	PL013	2.0%
SOUTH PELTO 013 P/F-9	PL013PF9	G03171	PL013	2.0%
SOUTH PELTO 013 P/F-A	PL013PFA	G03171	PL013	0.0%
SOUTH PELTO 013 P/F-B	PL013PFB	G03171	PL013	0.0%
SOUTH PELTO 013 P/F-S	PL013PFS	G03171	PL013	0.0%
SOUTH TIMBALIER 195 P/F-B	ST195PFB	G03593	ST195	100.0%
SOUTH TIMBALIER 316 P/F-A	ST316PFA	G22762	ST316	40.0%
VERMILION 196 P/F-A	VR196PFA	G19760	VR196	75.0%
VERMILION 196 P/F-A	VR196PFA	G19760	VR196	25.0%
VERMILION 261 P/F-A	VR261APLT	G03328	VR261	25.0%
VERMILION 261 P/F-A-AUX	VR261AAUX	G03328	VR261	25.0%
VERMILION 272 P/F-A	VR272PFA	G23829	VR272	100.0%
VERMILION 272 P/F-B	VR272PFB	G23829	VR272	100.0%
VERMILION 272 P/F-C	VR272PFC	G23829	VR272	100.0%
VERMILION 313 P/F-B	VR313PFB	G01172	VR313	100.0%
VERMILION 313 P/F-C	VR313PFC	G01172	VR313	100.0%
VERMILION 313 P/F-D	VR313PFD	G01172	VR313	100.0%
VERMILION 408 P/F-A	VR408PF	G15212	VR408	0.331868
VIOSCA KNOLL 826 NEPTUNE SPAR	VK826NEP	G15441	VK826	100.0%
WEST CAMERON 009 P/F-1	SL18287PF1	18287	WC09SL	44.2%
WEST CAMERON 065 P/F-8	WC065CAIS8	G02825	WC065	0.0%
WEST CAMERON 065 P/F-9	WC065CAIS9	G02825	WC065	0.0%
WEST CAMERON 065 P/F-JA	WC65JAPLT	G02825	WC065	0.0%
WEST CAMERON 065 P/F-JA-AUX	WC65JAAUX	G02825	WC065	0.0%
WEST CAMERON 066 P/F-B	WC066PFB	G02826	WC066	17.1%
WEST CAMERON 066 P/F-E	WC066PFE	G02826	WC066	25.0%
WEST CAMERON 072 P/F-1	WC072PF1	G23735	WC072	75.0%
WEST CAMERON 072 P/F-2	WC072PF2	G23735	WC072	75.0%
WEST CAMERON 072 P/F-3	WC072PF3	G23735	WC072	75.0%
WEST CAMERON 171 P/F-A	WC171PFA	G01997	WC171	21.2%
WEST CAMERON 171 P/F-A-AUX1	WC171PFAA1	G01997	WC171	21.2%
WEST CAMERON 171 P/F-A-AUX2	WC171PFAA2	G01997	WC171	21.2%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	13.8%
WEST CAMERON 485 P/F-A	WC485PFA	G02220	WC485	100.0%
WEST CAMERON 498 P/F-B	WC498PFB	G03520	WC498	3.7%
WEST CAMERON 498 P/F-B-AUX	WC498PFB AU	G03520	WC498	3.7%
WEST CAMERON 507 P/F-B	WC507PFB	G02549	WC507	100.0%
WEST CAMERON 507 P/F-C	WC507PFC	G02549	WC507	50.0%
WEST DELTA 027 P/F-A	WD027PFA	G04473	WD027	15.7%
WEST DELTA 027 P/F-AH	WD027PFAH	G04473	WD027	15.7%
WEST DELTA 027 P/F-B	WD027PFB	G04473	WD027	9.4%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
WEST DELTA 063 P/F-E	WD063PFE	G19839	WD063	12.5%
WEST DELTA 064 P/F-C	WD064PFC	G25008	WD064	5.9%
WEST DELTA 064 P/F-D	WD064PFD	G25008	WD064	5.9%
WEST DELTA 079 P/F-A	WD079PFA	G01874	WD079	100.0%
WEST DELTA 079 P/F-B	WD079PFB	G01874	WD079	100.0%
WEST DELTA 079 P/F-C	WD079PFC	G01874	WD079	100.0%
WEST DELTA 079 P/F-E	WD079PFE	G01874	WD079	100.0%
WEST DELTA 079 P/F-F	WD079PFF	G01874	WD079	100.0%
WEST DELTA 080 P/F-D	WD080PFD	G01874	WD080	100.0%
WEST DELTA 086 P/F-A	WD086PFA	G04243	WD086	100.0%
WEST DELTA 086 P/F-B	WD086PFB	G04243	WD086	100.0%
WEST DELTA 090 P/F-A	WD090PFA	G01089	WD090	0.0%
WEST DELTA 090 P/F-B	WD090PFB	G01089	WD090	0.0%
WEST DELTA 090 P/F-E	WD090PFE	G01089	WD090	0.0%
WEST DELTA 103 P/F-F	WD103FPLT	G12360	WD103	18.8%
WEST DELTA 122 P/F-A	WD122APLT	G13645	WD122	16.0%

Name	State	County/Parish
BURRWOOD	Louisiana	Plaquemines
HAYES LUMBER	Louisiana	Jefferson Davis
HELIS 2	Louisiana	Iberia
MYETTE POINT	Louisiana	St. Mary

SEGMENTNUMBER	COMPANYNAME	ORGAAREA	ORGBLOCK	ORGBNAME	RECAAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
7912	Fieldwood Energy, LLC	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647
7923	Fieldwood Energy, LLC	EB	165	A	HI	A 582	30 SSTI	12	GAS	Active	G08536	G06280
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Out of Service	G02139A	G02115
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754
7684	Fieldwood Energy, LLC	HI	A 550	A	HI	A 568	20 SSTI	10	GAS	Out of Service	G08276	G04081
6340	Fieldwood Energy, LLC	HI	A 568	Subsea Valve	HI	A 539	20 SSTI	20	G/C	Out of Service	G04974	G04081
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721
15810	Fieldwood Energy Offshore LLC	MP	29	Well No. 1	MP	118	Platform A	6	BLKG	Out of Service	G28216	G27196
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481
14304	Fieldwood Energy, LLC	MP	101	SSTI Manifold	MP	102	Plat A	8	BLKG	Partial Abandon	G24687	G22792
4733	Fieldwood Energy Offshore LLC	SM	142	A	SM	127	24 SSTI	10	G/C	Out of Service	G03441	G01216
15106	Fieldwood Energy Offshore LLC	SM	146	B	SM	147	A	6	BLKG	Out of Service	G26837	G09546
15107	Fieldwood Energy, LLC	SM	146	B	SM	147	A	4	BLKG	Out of Service	G26838	G09546
15108	Fieldwood Energy, LLC	SM	147	A	SM	146	B	2	LIFT	Out of Service	G26839	G09546
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G14093	G06693
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G29316	G06693
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Out of Service	G28756	G14456
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Out of Service	G28484	G02311
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600
10268	Fieldwood Energy SP LLC	SP	60	A	SP	6	F/S	10	OIL	Out of Service	G14679	G02137
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523
17775	Fieldwood Energy, LLC	SS	253	C	SS	208	F-Pump	4	OIL	Out of Service	G01691C	G01031
18094	Bandon Oil and Gas, LP	ST	195	B	ST	196	SSTI	6	G/C	Permitted for Abandonment Approved	G29005	G03593
11107	Bandon Oil and Gas, LP	ST	196	06-inch SSTI	SS	208	F	6	OIL	Permitted for Abandonment Approved	G05120	G03593
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481
18649	Fieldwood Energy, LLC	VK	826	A	VK	962	UTA	4	UBEH	Out of Service	G29151	G15441
18904	Fieldwood Energy, LLC	VK	826	A	VK	917	SUTA	1	UMB	Out of Service	G29151	G15441
18648	Fieldwood Energy, LLC	VK	962	PLET	VK	826	A-Nep Spar	6	SERV	Active	G29151	G15441
14906	Fieldwood Energy, LLC	VK	962	SSW #1	VK	826	A Nep Spar	6	BLKO	Out of Service	G25481	G15441
14907	Fieldwood Energy, LLC	VK	962	SSW#1	VK	826	A	10	CSNG	Out of Service	G25481	G15441
13193	Bandon Oil and Gas, LP	VR	196	A	VR	206	12 SSTI	8	G/C	Out of Service	G22418	G19760
18591	Fieldwood Energy, LLC	VR	196	A	VR	215	A	4	BLKO	Out of Service	G29137	G19760
18588	Fieldwood Energy, LLC	VR	215	A	VR	196	A	4	GAS	Active	G29136	G19760
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328
14609	Fieldwood Energy, LLC	VR	272	"A"	VR	250	8" SSTI	4	OIL	Out of Service	G25384	G23829
14277	Fieldwood Energy, LLC	VR	272	A	SM	116	20" SSTI	10	G/C	Out of Service	G25288	G23829
5440	Fieldwood Energy Offshore LLC	VR	313	B	VR	313	20 SSTI	10	GAS	Out of Service	G04044	G01172
15136	Fieldwood Energy, LLC	VR	313	B	VR	313	6" SSTI	6	OIL	Out of Service	G03879	G01172
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735
4289	Fieldwood Energy Offshore LLC	WC	485	A	WC	509	GP	12	GAS	Out of Service	G02122E	G02220
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645



Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	63	A	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	EI 63 002,003, EI 62 and 005, 006, 008, 009, 010 and 011
EI	63	B	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
EI	63	C-QTR	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
SM	146	B	1663	G30248	G09546	Fieldwood Energy Offshore LLC	08/21/13	SM 139 B001 & B002
SM	147	A	23389	G30200	G06693	Fieldwood Energy Offshore LLC	09/12/13	SM 139 B001, B002 & B002D
WD	86	A	22593	G30173	G04243	Fieldwood Energy Offshore LLC	06/20/13	WD 86 B001, B002 & B005
VK	826	A-Neptune Spar	24235	G30353	G15441	Fieldwood Energy LLC	07/03/18	VK 917 SS001 & VK 962 SS001

Call Signs:  
WQBQ549  
WQRK423

Contract Type	Contract Date	Contract Title	Contract Description
Land	8/29/1956	Operating Agreement	Operating Agreement eff. 8-29-1956
Land	12/4/1958	Operating Agreement	Operating Agreement eff. 12-4-58
Land	7/25/1960	Operating Agreement	Operating Agreement, dated effective July 25, 1960, as amended, between Second Mobil Oil Company, Inc., Gulf Oil 'Corporation, and Humble Oil & Refining Company, as amended, SS 169 Field.
Land	3/1/1961	Operating Agreement	SS 214 Operating Agreement eff. 3-1-61
Land	3/13/1962	Operating Agreement	Operating Agreement dated 3/13/62 between The Pure Oil Company and The Ohio Oil Company
Land	7/3/1962	Operating Agreement	Operating Agreement eff 7-3-62 as amended
Land	1/12/1965	Joint Operating Agreement	Main Agreement, dated effective January 12, 1965, between Cities Service Oil Company, Skelly Oil Company, Sunray DX Oil Company and Tidewater Oil Company, governing operations on the contract area. The Operating Agreement contained in Exhibit "C" of the Main Agreement was superseded by the Joint Operating Agreement eff. 1/1/97
Land	1/21/1966	Unit Agreement No. 14-08-001-8784	Unit No. 891008784 - SS 271
Land	2/26/1966	Offshore Operating Agreement	Operating Agreement by and between Hardy Oil & Gas USA Inc., As Operator and British-Borneo Exploration, Inc. and Zilkha Energy Company, As Non-Operators
Land	6/10/1966	Unit Operating Agreement Ship Shoal	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators
Land	12/23/1966	Joint Operating Agreement	Operating Agreement by and between American Petrofina Exploration Company (Operator), Chambers & Kennedy, COperating Agreementststal Production Company, Waymon G. Peavy, Harbert Construction Company, Jenney Manufacturing Company, Kirby Petroleum Co., HC Price Co., States Marine Lines, Inc., Pan American Petroleum Corporation
Land	1/1/1971	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC., MESA PETROLEUM CO., ET AL.
Land	2/1/1971	Joint Operating Agreement	Operating Agreement, dated February 1, 1971, between Tenneco Oil Company and Texaco Inc. Amendment to Operating Agreement, dated effective May 1, 1974, between Tenneco Oil Company, Texaco Inc. and Tenneco Exploration 11, Ltd., whereby Tenneco Exploration II became a party to, and ratified, the operating agreement.
Land	8/1/1973	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN MOBIL OIL CORPORATION AND UNION OIL COMPANY OF CALIFORNIA ET AL
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement 8/1/1973
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	9/3/1974	FO	Farmout Agreement by and between CNG Producing Company, Columbia Gas Development Corporation and Forest Oil Corporation
Land	7/1/1975	Joint Operating Agreement	Operating Agreement eff. 7/1/75 by and between Mesa Petroleum as Operator and American Natural Gas Production Co, et al
Land	9/1/1975	Joint Operating Agreement	First Amendment to Operating. Agreements, dated effective September 1, 1975, between Mobil Oil Corporation, Amoco Production Company, and 'Union Oil Company of California.
Land	3/17/1976	Joint Operating Agreement	Unit Operating Agreement 3/17/76 between Forest Oil Corp and Columbia Gas Development Corp, etal
Land	4/1/1976	Joint Operating Agreement	Operating Agreement eff. 4-1-76 as amended
Land	4/1/1977	Unit Operating Agreement	UNIT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION , APACHE CORPORATION, ET AL.
Land	4/1/1977	Unit Agreement No. 14-08-0001-16943	Unit Agreement, JD Sand, Reservoir A, Eugene Island Block 330 Field (Unit Number 891016943), dated effective April 1, 1977, naming Pennzoil Oil & Gas, Inc., as Operator, and Texaco Inc. and Shell Oil Company, as sub-operators
Land	8/1/1977	Joint Operating Agreement	Operating Agreement eff. 8-1-77 b/b Transco et al
Land	5/2/1978	FO	FARMOUT AGREEMENT EFFECTIVE MAY 2, 1978, BY AND BETWEEN ENSERCH, FARMOR, AND ANADARKO, FARMEE.
Land	8/17/1978	Ownership Agreement "F" Platform	Platform Ownership Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Texas Gas Exploration Corporation, Peltto Oil Company, Ocean Production Company, Ocean Oil and Gas Company
Land	9/15/1978	Joint Operating Agreement	Amendment of Operating Agreement, dated September 15, 1978, between Amoco Production Company, Mobil Oil Corporation, and 'Union Oil Company of California.
Land	11/13/1978	Joint Operating Agreement	Second Amendment to Operating Agreements, dated effective; November 13, 1978, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California
Land	11/13/1978	Joint Operating Agreement	Fourth Amendment to Operating Agreements, dated effective; November 13, 1978, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California
Land	11/17/1978	FO	Farmout Agreement dated November 17, 1978 between Gulf Oil Corporation and Shell Oil Company covering the Northeast Quarter (NE/4) of that certain Oil and Gas Lease dated July 1, 1967 bearing Serial No. OCS-G 1609, South Pass Area Block 61.
Land	5/2/1979	Proposed Installation and Operating Agreement of Ship Shoal Area Block 246 Field ("A" Platform)	Installation and Operating Agreement by and between CNG Producing Company, Consolidated Gas Supply Corporation

Land	9/15/1979	Joint Operating Agreement	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, NON-OPERATORS.
Land	12/1/1979	OFFSHORE OPERATING AGREEMENT	OFFSHORE OPERATING AGREEMENT b/b SHELL OIL COMPANY and FLORIDA EXPLORATION COMPANY, ET AL
Land	1/1/1980	Joint Operating Agreement	Third Amendment to Operating Agreements, dated effective January 1, 1980, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California.
Land	4/1/1981	Unit Operating Agreement	Unit Operating Agreement; dated April 1, 1981, by and between Conoco Inc., Atlantic Richfield Company, Getty Oil Company, Cities Service Company, Placid Oil Company, Hamilton Brother Oil Company, Mobil Oil Exploration and Producing S.E., Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt Industries and Prosper Energy Corporation, comprising all working interest owners in the Ship Sho Operating Agreement Blocks 206, 207, OCS-G-1523; and OCS-G 1523, respectively.
Land	4/22/1980	Joint Operating Agreement	Amendment to Operating Agreement, dated April 22, 1980, between Union Oil Company, of California and Amoco Production Company.
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement (MP 108+) 9/1/1981
Land	4/28/1982	Letter Agreement	Letter Agreement dated April 28, 1982 between Gulf Oil Corporation and Shell Oil Company evidencing an agreement for Gulf Oil Company to install a Drilling Platform in the Northeast Quarter (NE/4) South Pass Area Block 61.
Land	1/1/1983	ORRI	Conveyance of Overriding Royalty Interests, dated effective January 1, 1983, creating the Tel Offshore Trust, and granting an overriding royalty interest, equivalent to 25% net profits interest, in all of Tenneco Exploration, Ltd.'s oil and gas properties
Land	8/4/1983	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY
Land	4/13/1984	Unit Operating Agreement	WD 27 28 Unit Operating Agreement Tenneco OP & Samedan et al as amended
Land	6/3/1985	Consent to Assign	Consent to Assignment of Interest, dated June 3, 1985, between Tenneco Exploration, Ltd. and Texaco Inc., as Grantors of Consent, and Huffco Petroleum, as Assignor, and L. S. Holding Company, AE Investments, Inc., Colton Gulf CO Operating Agreementst, Inc., and Huffco 1982 Exploration Limited Partnership, as Assignees, assigning all of Huffco Petroleum's record title interest to the Assignees.
Land	3/3/1986	OA	Offshore Operating Agreement (All of Block 300 - A Wells) 3/3/1986
Land	5/1/1986	Assignment	Assignment, dated effective May 1, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Plumb Offshore, Inc., subject to the reservation of an overriding royalty interest.
Land	7/1/1986	Joint Operating Agreement	Amendment to Operating Agreement, dated effective July 1, 1986,, between Amoco Production Company; Union Oil Company of California, and Mobil Producing Texas & New Mexico, Inc.
Land	10/20/1986	UA	Unit Agreement 10/20/86 between Chevron USA Inc., Union Exploraiton partners, LTD, and Pennzoil Producing Company
Land	10/31/1986	Assignment	Assignment of Interest, dated effective October 31, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Tenneco Oil Company.
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OA	Operating Agreement 1/1/89
Land	5/2/1989	Letter Agreement	Letter Agreement, dated May 2, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc., concerning the "Construction, Installation, Operation and Maintenance of Measurement and Pipeline Facilities " for receipt points at various locations on the OCS, including Main Pass 77 'A' platform (as amended). Consent Sec. 10.
Land	9/10/1990	FO	Farmout Agreement (Forest - SS 291/300) 9/10/1990
Land	9/15/1990	OA	Offshore Operating Agreement (NW/4 NW/4 Blk 300 - B Wells) 9/15/1990
Land	10/1/1990	Joint Operating Agreement	RATIFICATION AND AMENDMENT NUMBER 1 TO JOINT OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCING INC.
Land	10/1/1990	UOA	UA and Unit Operating Agreement dated 10/1/90 between Marathon Oil Co and Phillips Petroleum et al
Land	1/1/1991	PA	Offshore Participation Agreement, dated effective January 1, 1991, between Unocal Exploration Corporation, The Northwestern Mutual Life Insurance Company, and Hardy Oil & Gas USA Inc., BA A105.
Land	5/1/1991	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST ET AL
Land	10/1/1991	FO	FO and Operating Agreement dated 10/1/91 between Torch Energy Advisors Inc et al and Hall-Hosuton Oil Company
Land	4/1/1992	Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development and. Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf, Contract No. 754394018, as amended
Land	4/1/1992	Unit Agreement	Amendment to Unit Agreement. For Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf (Contract No. 754394018) to expand the Unit Agreement to include the NE/4 of the NW/4 of Block 61, OCS-G 1609, South. Pass Area.
Land	5/2/1992	ABOS	Agreement and Bill of Sale, dated effective May 2, 1992, between Union Oil Company of California, as Seller, and The Northwestern Mutual Life Insurance Company and Hardy Oil & Gas USA Inc., as Buyers, selling 43.75% interest in the BA A-105 "A" Platform, equipment and pipeline, to NW Mutual 31.25%, and Hardy 12.50%.
Land	5/15/1992	Unit Agreement	EC 331/332 Unit Agreement
Land	6/25/1992	Letter Agreement	Letter Agreement, dated June 25, 1992, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana ", whereby Chevron obtained consent from Southern for Chevron to connect, operate and maintain pneumatic chart recorders on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	7/1/1992	FO	Farmout Agreement 7/1/1992
Land	7/1/1992	OA	Offshore Operating Agreement 7/1/1992
Land	1/1/1993	OA	Operating Agreement 1/1/1993

Land	2/15/1993	Letter Agreement	Letter Agreement, dated effective February 15, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron and Southern agree to amend and replace Exhibit "A" to that certain Letter Agreement, dated June 25, 1992 (described hereinabove).
Land	4/2/1993	ABOS	Bill of Sale, dated April 2, 1993, from Southern Natural Gas Company ("Southern") to Chevron U.S.A. Inc. ("Purchaser"), whereby Southern sells to Purchaser certain Barton chart recorders and appurtenant equipment located at various on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	6/15/1993	GC 244 Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Green Canyon Block 244 Unit (Contract No. 754393016) dated effective June 15, 1993, covering OCS-G 11043 (Green Canyon Block 244), OCS-G 12209 (Green Canyon Block 200), and OCS-G 12210 (Green Canyon Block 201).
Land	6/15/1993	Unit Operating Agreement	Unit Operating Agreement dated effective June 15, 1993 between Shell Offshore Inc and Marathon Oil Company, as successors in interest.
Land	8/16/1993	Joint Operating Agreement	Amendment to Operating Agreement, dated August 16, 1993, between Express Acquisition Company and Torch Energy Advisors Inc.
Land	12/30/1993	OA	WD 90, WD 103 Operating Agreements 12-30-1993
Land	1/1/1994	Co-Development Agreement and Amendment to Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al
Land	2/10/1994	JDA	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA - TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.
Land	5/12/1994	Letter Agreement	Letter Agreement by and between CNG Producing Company and Columbia Gas Development Corporation
Land	6/1/1994	Joint Operating Agreement	OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NORCEN EXPLORER, INC., OPERATOR, AND DALEN RESOURCES OIL & GAS CO.
Land	7/1/1994	OA	Operating Agreement 7/1/1974
Land	7/7/1994	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL
Land	7/15/1994	Letter Agreement	LETTER AGREEMENT DATED JULY 15, 1994 BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY.
Land	10/19/1994	JDA	Joint Venture Development Agreement, dated October 19, 1994, between Norcen Explorer, Inc. and Texaco Exploration and Production, Inc. forming a working-interest unit comprising portions of Ship Sh Operating Agreement Block 206 and OCS-G 1523, Ship Sh Operating Agreement Block 207;
Land	11/16/1994	JDA	Joint Venture Development Agreement, dated November 16, 1994, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration So Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	11/30/1994	JDA	Amendment to Joint Venture Development Agreement, dated November 30, 1994, between Norcen Explorer, Inc., Texaco Exploration, and Production; Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration & Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	3/28/1995	Letter Agreement	LETTER AGREEMENT DATED MARCH 28, 1995, BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY, ET AL.
Land	4/6/1995	JDA	Amendment to Joint Venture Development Agreement, dated April 6, 1995, between Norcen Explorer, Inc., Texaco Exploration and Production; Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration So Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	5/1/1995	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MAY 1, 1995, BY AND BETWEEN CONOCO INC. AND VASTAR RESOURCES, INC., ET AL.
Land	8/16/1995	Letter Agreement	Letter Agreement by and between Columbia Gas Development and CNG Producing Company
Land	10/1/1995	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN AMERADA HESS CORPORATION AND VASTAR RESOURCES INC.
Land	12/14/1995	LOI	REVISED LETTER OF INTENT (FARMOUT) DATED DECEMBER 14, 1995, BY AND BETWEEN ENSERCH EXPLORATION, INC. AND PETROBRAS AMERICA, INC.
Land	3/7/1996	Conditional Letter of Acceptance to Exploration Agreement	Letter Agreement by and between Hardy Oil & Gas USA, Inc., British-Borneo Exploration by Hardy Oil & Gas USA, Inc., British Borneo Exploration, Inc. and Zilkha Energy Company
Land	4/17/1996	Plan of Development	Plan of Development by and between Shell Offshore Inc, BP Exploration and Oil, Inc and marathon oil company dated effective 17 Apr 1996.
Land	8/26/1996	PSA	Purchase and Sale Agreement, dated August 26, 1996, between Amoco Production Company and Union Oil Company of California, EB 158/EB 159.
Land	9/1/1996	OA	Offshore Operating Agreement 9/1/1996
Land	9/3/1996	OA	Operating Agreement (depths below 9000' on VR 392 & VR 408; and all depths VR 407) 9/3/1996
Land	1/1/1997	OA	Operating Agreement eff. 1-1-97
Land	5/1/1997	Joint Operating Agreement	Amendment to Operating Agreement, dated effective May 1, 1997, between GOM Shelf, LLC, and ChevronTexaco and Kerr-McGee Oil & Gas Corporation, amending Exhibit "A" to reflect a new division of interest.
Land	8/1/1997	UOA	EC 331/332 Unit Operating Agreement
Land	3/13/1998	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MARCH 13, 1998, BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC. AND VASTAR RESOURCES, INC.
Land	4/1/1998	JVA	JOINT VENTURE AGREEMENT - SPECTER PROSPECT DATED APRIL 1, 1998 BY AND BETWEEN SHELL OFFSHORE, INC. AND ELF EXPLORATION INC. ET AL., as amended.
Land	4/1/1998	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND SNYDER OIL CORPORATION, ET AL.

Land	4/6/1998	Letter Agreement	LETTER (ELF OFFERS NIPPON PART OF THE COoperating AgreementSTAL INTEREST) DATED APRIL 6, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED
Land	4/6/1998	JVA	AMENDMENT TO JOINT VENTURE AGREEMENT- ELF ASSUMES COoperating AgreementSTAL POSITION DATED APRIL 6, 1998 ELF EXPLORATION INC. AND COoperating AgreementSTAL O&G CORPORATION.
Land	4/10/1998	FO	FARMOUT AGREEMENT DATED APRIL 10, 1998, BY AND BETWEEN COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	4/13/1998	Letter Agreement	LETTER- NIPPON TAKES ITS SHARE OF COoperating AgreementSTAL F/O & SHARE OF ELF'S INTEREST DATED APRIL 13, 1998, BY AND BETWEEN ELF EXPLORATION INC., COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	11/5/1998	JVA	ADDENDUM TO JOINT VENTURE AGREEMENT DATED NOVEMBER 5, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL
Land	2/9/1999	Joint Operating Agreement	Offshore Operating Agreement, dated February 9, 1999, between Ocean Energy, Inc. and Shell Offshore Inc., covering Vermilion 195, 196 and 207, as amended December 23, 1999 by that certain Letter Agreement regarding the sale of properties to McMoran Oil & Gas LLC, and further amended August 22, 2000, December 31, 2001 and September 15, 2010.
Land	12/1/1999	Assignment	Assignment of Record Title Leasehold Interest dated effective December 1, 1999 between Shell Offshore Inc., as Assignor, and McMoRan Oil & Gas LLC, as Assignee, covering OCS-G 19760, Vermilion Block 196
Land	11/1/1980	Joint Operating Agreement	Operating Agreement, Main Pass Area, Blocks 77 and 78, Gulf of Meidco, dated effective November 1, 1980,between Gulf Oil Corporation, Texoma Production Company, The Anschutz Corporation, NICOR Exploration Company, and The Superior Oil Company, covering the federal Oil and Gas Lease OCS-G 4481, Blocks 77>and78 Main Pass Area, Offshore Louisiana, a true copy of the original is recorded in C.O.B. 592, Folio 658, Plaquemines Parish, Louisiana.
Land	12/15/1999	Letter Agreement	Letter Agreement, dated December 15, 1999, between Apache Corporation, Chevron U.S.A. Production Company, Kelley Oil Corporation, Key Production Company, Mobil Exploration & Producing U.S. Inc. and Sabco Oil and Gas Corporation, regarding the OCS-G 4481 #A-23 Well, Main Pass Block 77, Main Pass Block 151 Field, Offshore. LA. Note: only have Key's executed cop
Land	1/31/2000	FO	Farmout Letter Agreement 1/31/2000
Land	8/4/2000	FO	Farmout Agreement 8/4/2000
Land	1/1/2001	Joint Operating Agreement	Fifth Amendment to Operating Agreements, dated effective January 1,, 2001, between Union Oil Company of California and Vastar Offshore,Inc
Land	1/15/2001	Joint Operating Agreement	Amendment to Operating Agreement,, dated January 15, .2001, between Union Oil Company, Amoco Production Company, and Vastar Offshore, Inc
Land	11/17/2000	PA	Participation Agreement and Operating Agreement 11-17-00 b/b Samedan and Stone
Land	3/1/2001	JDA	Joint Development Agreement with Operating Agreement, dated March 1, 2001, between Union Oil Company of California, Vastar Offshore, Inc. and Panaco, Inc., parts of EB 161 and 205.
Land	6/1/2001	OA	Offshore Operating Agreement 6/1/2001
Land	6/15/2001	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND RWE PETROLEUM COMPANY ET AL
Land	6/15/2001	JDA	JOINT DEVELOPMENT AGREEMENT EFFECTIVE JUNE 15, 2001, BY AND BETWEEN RME PETROLEUM COMPANY AND W&T OFFSHORE, INC, "SM280 OWNERS" AND RME ET AL "SM 281 OWNERS" AND THAT CERTAIN JOINT OPERATING AGREEMENT ATTACHED THERETO AS EXHIBIT "B".
Land	9/17/2001	Joint Operating Agreement	Joint Operating Agreement attached to and made part of that certain Farmout Agreement dated September 17, 2001 by and between Amoco Production Company (Samedan Oil Corporation was successor-in-interest to Amoco Production Company and subsequently merged with Noble Energy, Inc.; Fieldwood is successor-in-interest to Noble Energy, Inc.) and Mariner Energy, Inc.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 66
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering OCS-G 2282, South Marsh Island Block 132.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 135
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 136
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 137
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 150
Land	11/1/2001	Joint Operating Agreement	Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Avlara Energy Corporation
Land	11/1/2001	PA	Participation Agreement by and between Dominion Exploration & Production, Inc. and Avlara Energy Corporation
Land	3/15/2002	Bidding Agreement	BIDDING AGREEMENT BY AND BETWEEN DAVIS OFFSHORE, L.P. AND LLOG EXPLORATION OFFSHORE, INC.
Land	8/23/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Spinnaker Exploration Company, L.L.C., as Non-Operator
Land	8/30/2002	OA	SP 42 43 Operating Agreement LLOG and Pure et al
Land	9/1/2002	Operating Agreement	Operating Agreement by and between Union Oil and Northstar Gulfsands
Land	12/12/2002	PA	PARTICIPATION AGREEMENT BY AND BETWEEN LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	12/12/2002	MOA	MEMORANDUM OF OPERATING AGREEMENT LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	12/12/2002	Joint Operating Agreement	Joint Operating Agreement by and between Llog Exploraiton Offshore, Inc and Davis Offshore L.P. dated 12 Dec 02
Land	3/24/2003	FO	FARMOUT AGREEMENT BY AND BETWEEN NOBLE / KERR-MCGEE FARMOUT (MP 109) 3/24/2003



Land	3/31/2003	Letter Agreement	Letter Agreement, dated March 31, 2003, between Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Production Company and Contour Energy Company regarding Second Opportunity to Participate - Election to Acquire^Non-Participating Interest, in the MP77 OCS-G 4481 A-6 TTPG, Project No. UWGHP-R3011, Cost Center UCP170500, Main Pass Block 77. Key Production Company election.
Land	5/1/2003	Joint Operating Agreement	Offshore Operating Agreement dated May 1, 2003 between Magnum Hunter Production, Inc., and Westport Resources Corporation et al
Land	9/25/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Chevron USA
Land	1/1/2004	FO	FARMOUT AGREEMENT DATED JANUARY 21, 2004, BY AND BETWEEN CHEVRON USA INC. AND BP AMERICA PRODUCTION COMPANY.
Land	1/1/2004	Assignments	Assignment from BP Exploration and Production to Noble Energy Inc dated effective 1 Jan 04 (Relevant PSA was excluded from NBL - FW Deal)
Land	2/1/2004	OA	VR 272 Operating Agreement eff/ 2-1-04 LLOG and ST Mary
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	3/25/2004	JVA	Amendment to Joint Venture Development Agreement, dated. March 25, 2004 between Anadarko E & P Company LP: Chevron U.S.A. Inc.; Hunt Oil Company, Hunt Petroleum, the George, R. Brown Partnership LP, Offshore Investment, Cov and the Lamar Hunt Trust Estate,, whereby the Unit 'was expanded
Land	4/1/2004	Joint Operating Agreement	AMENDMENT OF JOINT OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	4/1/2004	OA	Operating Agreement dated 4/1/04 between Newfield Exploration Co and Hunt Petroleum (AEC) Inc
Land	4/2/2004	Divestiture	ASSET SALE AGREEMENT DATED APRIL 2, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	4/19/2004	FO	Farmout Agreement by and between Newfield Exploration Company and Westport Resources Company, as Owners of WC 73, and Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC as Owners of WC 72
Land	5/26/2004	Production Handling Agreement	Production Handling Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 26 May 2004 and as amended by (a) 1st Amendment dated 27 Jun 2005 (b) 2nd Amendment dated 6 Feb 2006 (c) 3rd Amendment dated 30 Jan 2008
Land	6/29/2004	Letter Agreement	LETTER AGREEMENT DATED JUNE 29, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
Land	8/1/2004	OA	Operating Agreement 8/1/04
Land	8/11/2004	Notice	NOTICE OF ASSIGNMENT DATED AUGUST 11, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	8/24/2004	Letter Agreement	Letter Agreement dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services- Gulf C Operating Agreementst Company, L.P.
Land	9/7/2004	Settlement and Release Agreement	SETTLEMENT AND RELEASE AGREEMENT DATED SEPTEMBER 7, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/6/2004	LOI	LETTER OF INTENT DATED OCTOBER 6, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/7/2004	EA	EXPLORATION AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/1/2004	FO	FO eff. 11/1/04 as Amended, between Newfield Exploration Company, Continental Land & Fur Co., Inc., KCS Resources, Inc., and Fidelity Oil Co., as Farmors, and Explore Offshore LLC as Farmee
Land	12/20/2004	Preferential Right Agreement	Purchase and Sale agreement by and between BP Exploration and Production Inc and Marathon Oil Company dated 20 Dec 2004
Land	1/1/2005	VUA	VOLUNTARY UNIT AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.
Land	1/11/2005	Pref Right	Preferential Right Agreement dated 01/11/05 between BP and SOI for the acquisition of 49.999985% of BP's 33.33333% interest at Troika.
Land	1/25/2005	Letter Agreement	Letter Agreement for the Operation and Ownership Transfer of Certain South Marsh Island Block 66 Facilities, dated effective January 25, 2005, between Transcontinental Gas Pipeline Corporation, as Seller, and Union Oil "Company-of California and Forest Oil Corporation, as Purchasers, for facilities and pipeline associated with "A" and "C" Platforms'. NEVER CONSOMATED.
Land	2/1/2005	Letter Agreement	Letter Agreement, dated February 1, 2005, between Union Oil Company of California and Forest Oil , covering OCS-G 2589, South Marsh Island Block 137, as the Unit Operating Agreement for South Marsh Island Block 137 Unit, identified as Unit Agreement No. 14-08-001-20237, replacing and superseding, effective October 1, 2001, that certain Unit Operating Agreement dated January 1, 1989 between Conoco Inc., Texaco Producing Inc. and Canadian OXY Offshore Production Company.
Land	2/28/2005	OA	Operating Agreement eff. 2-28-05 b/b Peregrine O&G and Chroma Energy, et al; as amended
Land	8/2/2005	PSA	PURCHASE AND SALE AGREEMENT DATED AUGUST 2, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	9/12/2005	Notice	NOTICE AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC AND DAVIS OFFSHORE, L.P.
Land	10/25/2005	OA	Operating Agreement 10-25-05
Land	1/19/2006	Letter Agreement	Letter Agreement, - dated January 19, 2006, between BP Exploration & Production Inc. and Union Oil Company of California:
Land	2/22/2006	FO	Farmout Proposal Letter Agreement between The Houston Exploration Company and Noble Energy Inc. 2/22/2006
Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	10/30/2006	FO	Farmout Agreement, dated effective October 30, 2006, between Chevron U.S.A. Inc., as-Farmor, and Mariner Energy Resources, Inc., as farmee, covering S/2 of SM 149 (OCS-G 2592) and S/2 of SM 150 (005-016325) and limited to depths from the surface to the stratigraphic equivalent of 100' below the deepest depth drilled in the #1 Well as proposed.
Land	4/3/2007	Confidentiality Agreement	Confidentiality Agreement by and between Apache Coporation, Samson Contour Energy and Shell Offshore
Land	9/21/2007	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATION and SENECA RESOURCES CORPORATION
Land	11/10/2007	Purchase and Sale Agreement	Purchase and Sale agreement by and between BP Exploration and Production Inc and W+T Offshore, Inc. dated 9 Nov 2004 (Preempted by Shell and Marathon)
Land	5/14/2008	Notice	Final Notification Letter Memo-Well Payout, elated May 14, 2008, EB 160 #A-13 well paid out on March 3, 2008.

Land	10/1/2008	ORRI	OVERRIDING ROYALTY INTEREST AGREEMENT BY AND BETWEEN LLOG EXPLORATION OFFSHORE INC AND DAVIS OFFSHORE, L.P. TO SHELL OFFSHORE INC AND MARATHON OIL COMPANY
Land	10/1/2008	Farmout Agreement	Farmout Agreement by and between Shell Offshore, Marathon Oil Company, Llog Exploraiton Offshore, Inc and Davis Offshore L.P. dated 1 Oct 2008
Land	2/15/2009	FO	Farmout Agreement dated February 15, 2009 between SPN Resources LLC and Moreno Offshore Resources, L.L.C., Farmors, and Houston Energy, L.P., Farmee
Land	2/17/2009	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN DAVIS OFFSHORE, L.P. AND LLOG EXPLORATION OFFSHORE, INC.
Land	3/6/2009	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC., LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	3/30/2009	PA	Participation Agreement dated March 30, 2009 between Helis Oil & Gas Company, L.L.C., et al and Challenger Minerals Inc.
Land	3/30/2009	Joint Operating Agreement	Offshore Operating Agreement dated March 30 2009 between Helis Oil & Gas Company, L.L.C., Operator, and Houston Energy, LP, et al, Non-operators; as Ratified and Amended by Ratification And Amendment of Operating Agreement dated March 16, 2012
Land	3/30/2009	MOA	Memorandum of Offshore Operating Agreement and Financing Agreement dated March 30, 2009 between Helis Oil & Gas Company, L.L.C. et al
Land	12/14/2009	OPTION AGREEMENT	OPTION AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	2/1/2010	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	3/30/2010	Marketing Election	Ship ShOperating Agreementl 252 Marketing Election Letter dated March 30, 2010 (Helis Oil & Gas Company, L.L.C.)
Land	2/1/2011	ABOS	Assignment and Conveyance, dated effective February 1, 2011, between Harrigan Energy Partners, Inc.,Assignor, and Chevron U.S.A. Inc^ as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities; pipelines, equipment, contracts,, etc., all as more fully described therein.
Land	4/21/2011	PSA	Asset Purchase and Sale Agreement, dated April 21, 2011, but made effective February 1, 2011, between SabcoOil and Gas Corporation, as Seller, and Chevron U.S.A. Inc., as Purchaser, whereby Purchaser acquired 0.63149% of 0.83922% of 8/8ths of Seller's right title and interest in the Lease, together with Seller's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	4/21/2011	ABOS	Assignment and BUI of.Sale, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Assignor/and Chevron U.S.A. Inc., as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein
Land	5/31/2011	Tolling Agreement	Tolling Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 31 May 2011 and as extended by (a) 1st Extension dated 30 Jun 2012 (b) 2nd Extension dated 30 Sept 2012
Land	6/3/2011	Notice	Apache Notice Letter, dated June 3, 2011, non-consented EB 159 #A-9 Well, Thru Tubing Gravel Pack GM 2-2.
Land	8/1/2011	ABOS	ABOS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assingor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	8/25/2011	PARTICIPATION AGREEMENT	PARTICIPATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
Land	3/20/2012	Notice	Chevron's Notice to Apache Letter, dated March 20, 2012, EB 159 #A-15 Well (GM-2-2 Sand) conductor removal.
Land	4/27/2012	PHA	Production Handling Agreement dated August 1, 2009 between SPN Resources, LLC and Moreno Offshore Resources, L.L.C., Platform Owners, and Helis Oil & Gas Company, L.L.C., et al, Producers; as amended by agreement on April 27, 2012.
Land	5/1/2012	CONDENSATE TRANSPORT & SEPARATION AGREEMENT	CONDENSATE TRANSPORT & SEPARATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
Land	6/1/2012	PSA	Ratification of Purchase and Sale Agreement by Holders of Preferential Right to Purchase, dated effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Preferential Right Purchasers, affecting that certain Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer.
Land	6/1/2012	ABOS	Conveyance, Assignment and Bill of Sale, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Assignor, and Chevron U.S.A. be. and Dynamic Offshore Resources, LLC, as Assignees, covering an undivided 0.83922% right, title and interest in certain property described in Exhibit "A" attached thereto, assigning 75.247% thereof to Chevron (0.63149% net) and 24.753% thereof to Dynamic (0.207.73% net).
Land	6/27/2012	PSA	Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer, covering all of Seller's right, title and interest in that certain Oil & Gas Lease bearing Serial No. OCS-G 448,1, ), together with Seller's interest in certain wells, facilities, pipelines, equipment contracts, etc, all as more fully described therein.
Land	8/1/2012	Throughput Capacity Lease Agreement	Fieldwood leases capacity to Arena for Barnacle Pipeline
Land	11/30/2012	Permit Agmt(Incl Seismic)	Seismic Reprocessing and Data Use Agreement by and between Noble Energy, Inc and Apache Deepwater LLC dated 30 Nov 12
Land	2/6/2013	Letter Agreement	Letter Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 6 Feb 2013 re system upgrades
Land	3/15/2013	Exploration Venture	Exploration Venture for portions of VR 271 SM 87 by and between Fieldwood Energy Offshore LLC, Apache Corporation and Pisces Energy LLC
Land	5/1/2013	Transportation Agreement	Transportation Agreement by and between Dynamic Offshore Resources NS, LLC, W&T Offshore, Inc., Hall-Houston Exploration IV, L.P., GOM Offshore Exploration I, LLC and PetroQuest Energy, LLC

Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	7/1/2013	Acquisition	Acquisition by and between Fieldwood Energy LLC and Callon Petroleum Operating Co.
Land	9/12/2013	Amendement of Exhibit "D" to Unit Operating Agreement	Amends UOperating Agreement dated 04/13/1984 as amended 09/08/2011
Land	9/30/2013	Acquisition	Purchased GOM Shelf as a company from Apache
Land	10/7/2013	Election Letter Agreement PL 13 007 ST2 Well	Election Letter Agreement by and between Fieldwood Energy LLC and Enven Energy Ventures LLC
Land	11/1/2013	Purchase & Sale Agreement	Purchase and Sale Agreement by and between Noble Energy, Inc, Anadarko Petroleum, Anadarko US Offshore Corp and Eni Petroleum US LLC dated 1 Nov 13 as amended 21 July 2016 (but effective 1 Oct 14)
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	12/30/2013	Withdrawal Agreement	Withdrawal Agreement by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.
Land	1/20/2014	Letter Agreement	Letter Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 20 Jan 2014 re settlement of reallOperating Agreement
Land	3/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Black Elk Energy Offshore Operations, LLC: Leases where Fieldwood was the operator and Black Elk held interest. Exception is ST 53 where Black Elk was the Operator.
Land	4/16/2014	Settlement Agreement and Release	Settlement Agreement and Release - SS 198/VR 369/VR 408/ SP 8/13
Land	4/21/2014	Production Handling Agreement	For WD 27 "A" platform handling WD 28 production
Land	4/28/2014	Letter Agreement	Letter Agreement, dated April 28, 2014, between Chevron U.S.A. Inc. and Samson Contour Energy E&P, LLC, regarding Main Pass 77 Oil Imbalance Claim
Land	5/16/2014	Termination of Farmout Agreements	Terminates Farmouts dated 05.01.13 and 06.01.13
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Davis Offshore L.P.
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC, NW Pipeline, Inc. and Northwestern Mutual Life Ins. Co:HIPS 13-III
Land	7/25/2014	Amendment and Ratification of Production Handling Agreement	Amend PHA for WD 27 "A" platform handling WD 28 production dated 04/21/14
Land	8/5/2014	Purchase and Sale Agreement	Equity Purchase Agreement by and between Davis Petroleum Acquisition Corp, Davis Offshore Partners, LLC and Davis Offshore, L.P. and Fieldwood Energy Offshore dated 5 Aug 2014
Land	1/1/2015	Acquisition	by and between Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey: Conversion of NPI to ORI for the WD 79/80/85/86 - fields
Land	1/1/2015	Acquisition	by and between Fieldwood SD Offshore LLC, Unocal Pipeline Company and Union Oil Company of California : East Breaks 158/160 Fields
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC UNOCAL, and Chevron U.S.A. Inc. : GOM NOJV - Grand Isle/West Delta etc.
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc.: Troika Unit - GC 244, 200, 201
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Japex (U.S.) Corp.: WD 90 & WD 103
Land	1/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey, : Net Profits Interest
Land	1/1/2015	Confidential Mutual Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey,
Land	1/1/2015	Overriding Royalty Assignment	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc: Overridign Royalty Assignment
Land	1/13/2015	Acquisition	by and between Fieldwood Onshore LLC and Energy XXI Onshore, LLC: relative to (1) the transfer and ownership of certain existing leasehold rights, (2) the acquisition of additional leasehold rights, (3) the conduct of a 3-D geophysical survey and (4) the drilling, completion and operation of oil and/or gas wells relative to the lands outlined in Red on Exhibit "B" (the "Contract Area").
Land	4/1/2015	Assignment of Operating Rights Interest in Oil & Gas Lease	by and between Fieldwood Energy Offshore LLC, Peregrine Oil & Gas, LLC RTR Fund I, L.P., and Hall-Houston Exploration II, L.P.: Assignment of Operating Rights Interest in Oil & Gas Lease - GA 151 Operating Rights
Land	4/1/2015	Production Handling Agreement	by and between Bandon Oil and Gas, LP, Tana Exploration Company LLC, CSL Exploration LLC, GCER Offshore LLC and W&T Offshore, INC.: PHA
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of Stat Energy & Consulting, Inc. dated May 14, 2015
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of James A. Bibby dated May 14, 2015
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of Clifford T. Crowe dated May 14, 2015
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	7/1/2015	Settlement Agreement and Release	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI Petroleum US LLC and ENI US Operating Co. Inc.: SS 249 D-5 RIG Incident
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc. : MP 77, 78 and VK 251, 252, 340 Fields
Land	8/12/2015	Pipeline Modification Agreement	Relative to pipelines near SS 208 Seg #1849 and #882
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc, and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	12/18/2015	Well Operations Agreement	by and between Fieldwood Energy Offshore LLC, Fieldwood Energy SP LLC, Arena Energy, LP, Arena Energy GP, LLC and Arena Energy Offshore, LP : WD 86 B-3 well
Land	3/14/2016	Completions Letter Agreement	by and between Fieldwood Energy Offshore LLC and Whitney Oil & Gas, LLC: SP #37 #3 well dually completed and no longer economic for Fieldwood

Land	4/1/2016	Divestiture	by and between Fieldwood Energy Offshore LLC and Whitney Oil & Gas, LLC: Assignment of interest in the SP 37#3 J1 and J2 sands
Land	4/1/2016	Second Amendment of Production Handling Agreement	by and between Fieldwood Energy Offshore LLC and Walter Oil & Gas Corporation : Second Amendment of Production Handling Agreement - East Breaks 165 A Platform
Land	4/25/2016	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Peregrine Oil & Gas, LP and Peregrine Oil & Gas II, LLC: Release and Settlement Agreement
Land	7/1/2016	Acquisition	by and between Fieldwood Energy Offshore LLC and JOC Venture: SS 246 JOC Withdrawal
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and All Aboard Development Corporation: Assignment All Aboard to Fieldwood
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: ABOS pursuant to JOC Venture withdrawal
Land	8/8/2016	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture Withdrawal
Land	9/13/2016	Agreement for Payment of Insurance Charges	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Fieldwood agrees to pay Monforte's insurance charges
Land	12/14/2016	Surrender of Interest Agreement	by and between Fieldwood Energy LLC and All Aboard Development Corporation: All Aboard Development Corp. surrender of interest
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/30/2017	Letter of No Objection	Fieldwood agreed to COX request/letter of no objectin to allow cox to produce its EI 64# 9 well. Fieldwood is the operator of SW/4 of EI 53
Land	1/1/2018	Acquisition	by and between Fieldwood Energy SP LLC and Knight Resources LLC: Acquisition of Knight's interest in the SS 252 #F-4
Land	1/2/2018	Letter Agreement	by and between Fieldwood Energy LLC and EXXI GOM, LLC: Governs participation in WD 73 C-27 McCloud drill well
Land	4/1/2018	Purchase and Sale Agreement	Purchase and Sale agreement by and between Fieldwood Energy LLC and Marathon Oil Company dated 20 June 2018 and effective 1 April 2018
Land	4/11/2018	F40 Cost Memorialization Agreement	by and between Fieldwood Energy LLC and EXXI GOM, LLC: WD 73 C-27 Well McCloud F-40 Reservoir memorialization of drilling costs, etc.
Land	4/11/2018	West Delta 73 C-27 "MCLOUD" F-40 Sand Reservoir A	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: West Delta 73 C-27 "MCLOUD" F-40 Sand Reservoir A - Letter Agreement
Land	5/21/2018	Consent to Assign	Consent to Assignment by and Between Fieldwood Energy, Noble Energy and Eni Petroleum 21 May 2018 governing transition from NBL to Fieldwood Ownership of Neptune
Land	5/22/2018	Consent to Assign	Consent to Assignment by and Between Fieldwood Energy, Noble Energy andAnadarko Petroleum Corporation dated 22 May 2018 governing transition from NBL to Fieldwood Ownership of Neptune
Land	8/1/2018	Acquisition	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech's Interest in the SS 271 Unit (SS 247,248,249)
Land	8/1/2018	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdraws from SS 271 Unit
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: ABOS pursuant to Entech Enterprises Withdrawal
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: ABOS pursuant to Entech Enterprises Withdrawal
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Enterprises withdrawal & settlemnet

Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Enterprises withdrawal & settlement
Land	9/18/2018	Constuction and Operating Agreement for the Interconnect Pipeline	
Land	12/5/2018	Escrow Agreement	Escrow Agreement by and between Anadarko Offshore LLC, Eni Petroleum US LLC and Noble Energy, Inc dated 5 December 2013 and amended by that first amendment dated 5 Dec 2018
Land	12/10/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Exxon Mobil Corporation
Land	2/8/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Richard Schmidt, as Trustee for the Black Elk Litigation Trust and the Black Elk Liquidating Trust: Pursuant to that certain Stipulation and Agreed Order including Terra Point Petroleum LLC
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and ANKOR
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Sanare
Land	4/30/2019	CPHTA Extension Letter Agreement	by and between Fieldwood Energy Offshore LLC, ANKOR E&P Holding Corporation and Orinoco Natural Resources LLC :Ankors production from MC 21 processed at SP 60
Land	6/10/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and TRANSCONTINENTAL GAS PIPELINE COMPANY: Confidentiality Agreement:
Land	7/1/2019	Divestiture	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Fieldwood Divestiture of WD 73 Field Interests in the F40 Sands
Land	7/1/2019	Farmout Agreement	By and between W & T Offshore, Inc. and Dynamic Offshore Resources NS, LLC and Peregrine Oil and Gas II, LLC and GOM Energy Venture I, LLC
Land	7/1/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Assignment and Bill of Sale
Land	7/1/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Assignment and Bill of Sale
Land	7/2/2019	Letter Agreement	By and between W & T Offshore, Inc. and Dynamic Offshore Resources NS, LLC and Peregrine Oil and Gas II, LLC and GOM Energy Venture I, LLC
Land	8/28/2019	CPHTA Extension Letter Agreement	Extension to 04/30/2019 Letter Agreement. Ankors production from MC 21 processed at SP 60
Land	11/1/2019	Amendment No. 3 to CPHYA, PHA and Transportation Agreement	by and between Fieldwood Energy Offshore LLC and Fieldwood Energy Offshore LLC as Processor and ANKOR Energy LLC, ANKOR E&P Holdings Coporation, KOA Energy LP and Sanare Energy Partners, LLC as Producer
Land	2/13/2020	CPHTA Subsea Tie-in Deadline Extension Letter Agreement	by and between Sanare Energy Partners, Fieldwood Energy LLC, ANKOR E&P Holdings Corporation and KOA Energy LP
Land	4/23/2020	CPHTA Subsea Tie-in Deadline Extension Letter Agreement	by and between Sanare Energy Partners, Fieldwood Energy LLC, ANKOR E&P Holdings Corporation and KOA Energy LP
Land	01/01/1994, 04/08/1994	Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")
PHA SP 60F/MC 21	4/29/2005	CONSTRUCTION, PRODUCTION HANDLING AND TRANSPORTATION AGREEMENT	PHA by and between Fieldwood and ANKOR E&P HOLDINGS CORPORATION and ANKOR E&P HOLDINGS CORPORATION
PHA SM 278/SM 257	1/1/2008	PRODUCTION HANDLING AGMT	PHA by and between Fieldwood and HELIS OIL & GAS CO and HELIS OIL & GAS CO
LEASE OF PLATFORM SPACE	10/10/1984	Platform Space Rental Agreement SMI 268A Platform10/01/2020 - 11/30/2021	A-LOPS- SM268A by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	10/25/1985	Lease of Platform Space	ALOPS-WD86A by and between Fieldwood and Texas Eastern Transmission and Texas Eastern Transmission
LEASE OF PLATFORM SPACE	9/1/1997	09/01/2020 - 8/30/2021	A-LOPS-WD79A by and between Fieldwood and PANTHER AS COUNTRACT OPERATOR FOR VENICE GATHERING SYSTEM and PANTHER AS COUNTRACT OPERATOR FOR VENICE GATHERING SYSTEM
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-1 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-11 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-17 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-14 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-21 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-27 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-26 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	9/1/1997	LEASE OF PLATFORM SPACE	VEN104-LOPS by and between Fieldwood and Panther as Contract Operator for Venice Gathering System and Panther as Contract Operator for Venice Gathering System
LEASE OF PLATFORM SPACE	4/15/1968	LEASE OF PLATFORM SPACE	KIN129-LOPS by and between Fieldwood and KINETICA DEEPWATER EXPRESS, LLC and KINETICA DEEPWATER EXPRESS, LLC
PRODUCTION HANDLING AGMT (IIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA E1312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (IIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA E1312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (IIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA E1312-SM142 by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (IIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (IIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (IIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (IIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA E1342C-E1342C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (IIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA E1342C-E1342C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (IIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA E1342C-E1342C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC
PRODUCTION HANDLING AGMT (IIB)	1/31/2005	PRODUCTION HANDLING AGREEMENT(NEPTUNE)Swordfish Producers	VK826NEP by and between Fieldwood and Apache Deepwater LLC and Apache Deepwater LLC
PRODUCTION HANDLING AGMT (Non-Op)	7/18/2002	PRODUCTION HANDLING AGREEMENT	HI A-582 by and between Fieldwood and Cox Operating, LLC and Cox Operating, LLC
PRODUCTION HANDLING AGMT (Non-Op)	11/14/1996	PRODUCTION HANDLING AGREEMENT	EC 349 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.



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Marketing Gas - Transport	12/12013	IT PR Transport Contract	Searobin West PTR Transprt, max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011, disoucnt letter 9/16/2011	IT-PTR Transport plus discount letter letter	Searobin WestIT PTR Contract for Discount SMI 142 and SMI 140 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT Transport Contract	Searobin West Pipeline - sandridge /Dynamic IT transport plus Discount letter for SMI 142 and SMI 40 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT-Retrograde Transport	SearobinWest Pipeline - sandridge /Dynamic IT Retrograde by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/7/2009	IT Transport Contract - "IT Discount Life of Reserves"	Stingray - WC 485, WC 507 \$.13 discount Life Of Reserve Dedicaiton by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas-Transport	12/18/1997	FT - Transport	Venice Gatheing Firm Transport with Disount \$.05, WD 79 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Marketing Gas-Transport	1/1/2001	FT - Transport	Venice Gatheing Firm transport Max rate WD 79 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Marketing Gas-Gathering	11/1/2006	IT Transport	Venice Gathering, WD 39 Effective date 11/1/2006 WD 64 Effective 11/1/2010 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)

Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stingray by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stingray by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Construction and Operating Agreement	10/22/1976	Agreement for the Construction and Operation of the Blue Water Gas Plant Acadia Parish, Louisiana	Processing of Owners' gas all in accordance with agreements by and between Fieldwood Energy LLC and EnLink Midstream Operating, LP and EnLink Midstream Operating, LP
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to a trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respect by and between Fieldwood Energy LLC and and

Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theis Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theis Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theis Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Sandridge Offshore, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theis Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Sandridge Offshore, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theis Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Oil Purchase and Sale Agreement/Transport	8/1/2018	Oil Purchase and Sale Agreement between Fieldwood Energy Offshore LLC and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Memorandum of Agreement	8/1/2020	Memorandum of Agreement Between Fieldwood Energy Offshore LLC and Poseidon Oil Pipeline Company LLC	Memorandum of Agreement by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	6/1/2003	Oil Gathering Agreement Between Westport Resources Corporation Noble Energy Inc M	Crude Oil Transport. by and between Fieldwood Energy LLC and Manta Ray Gathering Co.,LLC and Manta Ray Gathering Co.,LLC
Oil Purchase and Sale Agreement/Transport	7/15/2003	Oil Purchase and Sale Agreement Between Westport Resources Corporation Mariner Energy Inc Noble Energy Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gatherind LLC and Main Pass Oil Gatherind LLC
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gatherind LLC and Main Pass Oil Gatherind LLC
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gatherind LLC and Main Pass Oil Gatherind LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoRan Oil & Gas LLC and McMoRan Oil & Gas LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoRan Oil & Gas LLC and McMoRan Oil & Gas LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC

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Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-LiquidsLLC and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-LiquidsLLC and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-LiquidsLLC and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-LiquidsLLC and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Oil Liquids Transportation Agreement for Bluewater System	10/22/2009	Liquids Transportation Agreement #51169 dated 2/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Bluewater Pipeline System	9/30/2009	Liquids Transportation Agreement #51169 dated 2/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Bluewater Pipeline System	4/1/2004	Liquids Transportation Agreement #51051 dated 4/1/2004	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Bluewater Pipeline System	9/30/2009	Liquids Transportation Agreement #51051 dated 4/1/2004	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Grand Chenier Offshore Pipeline System	2/25/2010	Liquids Transportation Agreement No. 50031	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Grand Chenier Offshore Pipeline System	2/25/2010	Liquids Transportation Agreement No. 50031	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Grand Chenier Offshore Pipeline System	2/25/2010	Liquids Transportation Agreement No. 50031	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Amendment No. 6	1/1/2007 Original Contract; Amendment Effective 1/1/2007	Amendment No. 6 to the Liquids Transportation Contract	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Amendment No. 6	8/1/1992, Amendment Effective 1/1/2007	Amendment No. 6 to the Liquids Transportation Contract	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation	3/3/2011	Associated Liquids Transportation Agreement #117842	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Liquids Transportation	3/3/2011	Associated Liquids Transportation Agreement #117842	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Liquids Transportation	11/1/2012 Amendment Date: 8/1/2014	Amendment No. 1	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Amendment transferring from Apache to Fieldwood Energy LLC	12/1/2013	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquid Handling Agreement	5/1/2008	Liquid Handling Agreement	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Amendment to Oil Liquid Handling Agreement	3/1/2011	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Amendment to Oil Liquid Handling Agreement to transfer from Apache Shelf, Inc. to Fieldwood Energy LLC	11/1/2012 amended 12/1/2013	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement transferring from Apache Shelf, Inc. to Fieldwood Energy LLC	11/2/2010 amended effective 12/1/2014	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement transferring from Apache Shelf, Inc. to Fieldwood Energy LLC	11/2/2010 amended effective 12/1/2014	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transportation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transportation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Separation and Stabilization Agreement	6/1/2014	Third Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Block on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	1/1/2015	Fourth Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Blocks on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	1/1/2015	Fourth Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Blocks on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Transportation Agreement	1/1/2015	Second Amendment to Liquids Transportation Agreement	LTA by and between Fieldwood Energy Offshore LLC and Nautilus Pipeline Company, L.L.C. and Nautilus Pipeline Company, L.L.C.
Oil Liquids Transportation Agreement	5/1/2015	Amendment to Transportation Agreement	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC



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Crude Sales	1/23/2014		ExxonMobil Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and EXXONMOBIL Oil CORPORATION and EXXONMOBIL Oil CORPORATION
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales/Purchase	6/1/1998	Crude Oil Purchase and Sale Agreement	Producers sell Crude Oil to Questor and Questor purchases Crude Oil from Producers. Producers buy back a volume of Crude Oil at HIPS Segment III tie-in equal to their monthly production sold to Questor at the Platform. by and between Fieldwood Energy LLC and Questor Pipeline Venture and Questor Pipeline Venture
MARKETING - GAS PROCESSING	10/22/1976	CONSTRUCTION/OPERATING	Agreement for the Construction and Operation of the Blue Water Gas Plant, Acadia Parish, Louisiana by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	7/1/2019	PROCESSING-FEE	between \$.15 /mmbtu to \$.10 /mmbtu depending on volume esc by and between Fieldwood Energy LLC and Arrowhead Louisiana Pipeline, LLC and Arrowhead Louisiana Pipeline, LLC
MARKETING - GAS PROCESSING	7/1/2019	PROCESSING-FEE	between \$.15 /mmbtu to \$.10 /mmbtu depending on volume esc by and between Fieldwood Energy LLC and Arrowhead Louisiana Pipeline, LLC and Arrowhead Louisiana Pipeline, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	8/1/2009	PROCESSING-Greater of Fee or POL	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	12/1/2010	1st AMENDMENT	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	11/5/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee= \$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	2/1/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee= \$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	9/1/2004	1st AMENDMENT PROCESSING-FEE	PTR KEEP WHOLE -fee= \$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee= \$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2005	GAS PROCESSING / CONDITIONING AGREEMENT	GPM: <2=80%, 2-3=82.5%, >3=85% by and between Fieldwood Energy LLC and DCP Midstream, DCP Mobile Bay Processing, LLC and DCP Midstream, DCP Mobile Bay Processing, LLC
MARKETING - GAS PROCESSING	8/1/2005	GAS PROCESSING / CONDITIONING AGREEMENT	GPM: <2=80%, 2-3=82.5%, >3=85% by and between Fieldwood Energy LLC and DCP Midstream, DCP Mobile Bay Processing, LLC and DCP Midstream, DCP Mobile Bay Processing, LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (esc) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (esc) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	5/1/2009	PROCESSING AGREEMENT-GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	6/29/2010	PROCESSING AGREEMENT AMENDMENT- GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	10/1/2010	PROCESSING AGREEMENT-GREATER of Fee or POL	GPM: <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	11/1/2010	PROCESSING AGREEMENT- 1ST AMENDMENT-GREATER of Fee or POL	GPM: <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.

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MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/2012	POL- GAS PROCESSING AGREEMENT	pol 85% 15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/2012	Gas processing Raw make purchase	Gas processing Raw make purchase by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Environmental/Govt	6/24/2019	Master Services Contract	-- IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	10/2/2019	Software License Agreement	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	11/19/2018	Master Service Contract	Regulatory
Environmental/Govt	11/1/2013	Master Services Contract	Platform Audits / BSEE Drawings
Environmental/Govt	10/30/2019	Master Client Agreement	Industry Standards, Analytics, and Research / Subscription Service
Environmental/Govt	11/15/2019	Order Form	Industry Standards, Analytics, and Research / Subscription Service
Land	4/1/1981	Unit Agreement No. 14-08-001-20231	Unit Agreement for the C-6/JS Sand, effective April 1,1981, between. Arco Oil and Gas Company, Getty Oil Company, Cities Service Company, Hamilton Brothers Oil Company, Mobil Oil. Exploration &>. Producing S.E. Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt; Industries, and Prosper Energy Corporation.; Unit No. 891020231
Land	2/26/1996	Exploration Agreement	Hardy Oil & Gas USA, Inc., British-Borneo Exploration, Inc. and Zilkha Energy Company
Land	3/11/2015	Assignment	Assignment of Overriding Royalty Interest and Termination of Net Profits Interest
Land	10/1/2003	PSA	By and Between UNOCAL, Pure Resources, L.P., Pure Partners, L.P. and SPN Resources, LLC (Fieldwood SP)
Land	1/1/2000	PSA	by and between Texaco and Northstar
Land	9/1/2002	PSA	by and between UNOCAL and Northstar Gulfsands
Land	1/1/2018	ABOS	Noble to Fieldwood
Land	1/1/1991	OA	b/b NW Mutual, Hardy and Unocal
Land	4/1/1981	OA	b/b Marathon, Amerada Hess, LL&E and Texas Eastern Coproation
Land	4/1/2004	PSA	LLOG and Hunt Petroleum
Land	5/1/1994	UA	Unit Agreement #754394008
Land	3/25/2002	OA	Offshore Operating Agreement b/b Newfield Exploration Company and Aviaara Energy Corp
Land	8/10/2001	OA	OA b/b Cheniere & Davis
Land	11/2/2001	PA	Participation Agmt b/b LLOG and Cheniere
Land	3/26/2006	Settlement Agreement	Compromise and Settlement Agreement b/b Century and Davis
Land	5/1/2001	OA	OA b/b Kerr-McGee and Samedan
Land	6/1/2010	PSA	Purchase and Sale Agreement by and between Samson Offshore Company and Samson Contour Energy E&P, LLC ("Sellers") and Dynamic Offshore Resources, LLC; includes EC 345 ORRI
Land	1/1/2012	PSA	PURCHASE AND SALE AGREEMENT DATED MAY 9, 2012 BUT EFFECTIVE JANUARY 1 2012, BY AND AMONG HUNT OIL COMPANY/HUNT CHIEFTAIN DEVELOPMENT, L.P./HUNT OIL COMPANY OF LOUISIANA, INC.,AS SELLER, AND DYNAMIC OFFSHORE RESOURCES, LLC,AS BUYER
Land	1/1/1997	JOA	Joint Operating Agreement, dated effective January 1,1997, between OXY USA Inc., as Operator, Texaco Exploration and Production Inc. and Sun Operating Limited Partnership, for Brazos Block A-133.
Land	1/1/2010	PSA	Purchase and Sale Agreement by and between Wild Well Control, Inc and Shell Offshore Inc dated 31 Jan 2010 but effective 1 Jan 2010 as Amended 26 Aug 2010
Land	11/9/2004	Purchase and Sale Agreement	Purchase and Sale agreement by and between BP Exploration and Production Inc and W+T Offshore, Inc dated9 Nov 2004 (Preempted by Shell and Marathon)
Land	5/25/2011	Letter Agreement	by and between McMoran Oil & Gas, L.L.C. and XTO Offshore Inc., et al;SM 146 A-8ST Recompletion
Land	2/4/2010	PSA	by and between Columbia Gulf Transmission Company and XTO ;Acquisition of ROW OCS-G 3441, Segment 4733
Land	10/1/2009	PSA	Acquisition of Eni Interest
Land	7/15/2009	Facilities Agreement	Interconnection - WC 485 "A" and WC 509
Land	7/9/2009	Letter Agreement for Cut and Cap	Cut and Cap 16" pipeline
Land	7/9/2009	Sale Agreement	Sale of 16" riser, meter & platform
Land	5/12/2009	Sale Agreement	ROW OCS-G 2122E, Seg. 4289-12" pipeline
Land	5/11/2009	Letter Agreement for Leak Testing	Leak Test on 12" pipeline
Land	7/1/2008	Letter Agreement	SM 146 Assignment of Operating Rights
Land	6/21/2007	LOPS	Lease of Platform Space VR 313 "D"
Land	2/8/2006	Letter Agreement	SS 204 A36ST1 Non-Consent 500% Penalty
Land	10/25/2005	Farmout Agreement	Farmout Agreement, as amended: EI 312 with Devon
Land	10/25/2005	Participation Agmt	EI 311/312 includes JOA with EPL
Land	10/19/2005	Voluntary Unit Agreement	04 RA Voluntary Unit Agreement
Land	3/29/2005	AMI	Area of Mutual Interest - EI 311 S/2
Land	3/29/2005	AMI	Area of Mutual Interest - EI 312 N/2
Land	9/29/2010	Agreement Regarding P&A Obligations	Agreement Regarding P&A Obligations by and between Nippon Oil Exploration U.S.A. Limited and Black Elk Energy Offshore Operations, LLC; Apache Corporation : Pursuant to Nippon sale to black elk
Land	7/11/2012	Letter Agreement Pursuant to Operating and Processing Agreement dated 06/13/1996	Letter Agreement Pursuant to Operating and Processing Agreement dated 06/13/1996 by and between W&T Offshore, Inc. and Dynamic Offshore Resources, LLC
Land	6/19/2014	Consent to Disclose	Consent to Disclose by and between Fieldwood Energy LLC and Tana Exploration Company LLC : BS 25 and other properties
Land	5/17/1961	OA	Operating Agreement as Amended by and between Forest Oil Corporation and Hope Natural Gas Company, et al
Land	4/5/1972	Farmout Agmt	Farmout Agmt by and between Forest Oil Corporation, et al and Pelto Oil Company, et al
Land	3/25/1972	Coveyance	Production Payment Conveyance by and between COLEVE, a joint venture and Columbia Gas Development Corp

Land	10/1/1990	Assignment	Assignment of Interest in Oil & Gas Lease, Bill of Sale and Conveyance with Reservation of Overriding Royalty Subject to Production Payment by and between Engy Inc. and Columbia Gas Development Corporation
Land	10/22/1990	PSA	Purchase and Sale Agreement by and between Engy Inc. and Columbia Gas Development Corporation
Land	10/22/1990	Distribution and Assignment	Distribution and Assignment of Interests in Oil and Gas Leases, Bill of Sale & Conveyance Subject to Production Payment with Substitution of Obligor by and between Engy Inc. and Columbia Gas Development Corporation
Land	5/1/1991	OA	Operating Agreement, as amended by and between Texaco Exploration and Production Inc. and Mobil Oil Exploration & Producing Southeast Inc., et al
Land	4/19/1999	PSA	Purchase and Sale Agreement by and between Kerr-McGee Oil & Gas Corporation and Energy Resources MAQ, Inc.
Land	6/16/1999	PSA	Purchase and Sale Agreement by and between Aries Resources, L.L.C. and Avira Energy Corporation, et al
Land	3/25/2002	Participation Agreement	Participation Agreement by and between Newfield Exploration Company and Avira Energy Corp
Land	8/30/2002	Participation Agreement	Participation Agreement by and between Pure Resources, L.P. and Andex Resources, L.L.C., et al
Land	5/3/2019	ABOS	Assignment of Record Title and Operating Rights Interest by and between Fieldwood Energy Offshore LL as Assignor and W & T Offshore, Inc. as Assignee eff. 5/3/2019
Land	1/1/2004	PSA	Purchase and Sale Agreement dated February 13, 2004, but effective January 1, 2004 between SPN and Apache Corporation
Land	2/13/2004	PSA	by and between SPN and Arena
Land	2/13/2007	OA	Operating Agreement by and between SPN and Arena
Land	10/15/2004	Evaluation Agreement	b/b SPN and Arena as amended by Amendment and Supplement to Evaluation Agreement dated November 5, 2004, Amendment and Supplement to Evaluation Agreement dated December 13, 2004, Extension Request dated November 8, 2005, and Assignment Agreement and Amendment to Operating Agreements dated May 5, 2006
Land	11/5/2004	Amendment and Supplement to Evaluation Agreement	b/b SPN and Arena
Land	12/13/2004	Amendment and Supplement to Evaluation Agreement	b/b SPN and Arena
Land	11/8/2005	Extension Request	b/b SPN and Arena
Land	5/5/2006	Assignment Agreement and Amendment to Operating Agreements	b/b SPN and Arena
Land	11/19/2004	PSA	b/b SPN and Arena
Land	11/1/2004	Assignment	Wellbore Assignment b/b SPN and Arena
Land	11/1/2004	OA	b/b SPN and Arena
Land	12/27/2007	Exchange Agreement	b/b SPN and Arena
Land	1/15/2021	Turnover Notice	by Arena made pursuant to Exchange Agreement
Land	9/1/2011	PSA	b/b McMoran Oil & Gas LLC and Piquant, Inc. as Seller and Dynamic Offshore Resources, LLC as Buyer
Land	1/1/2006	PSA	b/b Petrohawk Energy Corporation and Petrohawk Properties, LP as Seller and Northstar GOM, LLC (formerly called Northstar Gulfsands, LLC) as Buyer
Land	12/1/2005	ABOS	ABOS b/b Explore Offshore LLC as Assignor and SPN Resources, LLC as Assignee
Land	8/1/2011	PSA	PSA b/b Badger Oil Corporation as Seller and Dynamic Offshore Resources, LLC as Buyer
Land	4/23/2003	Farmout & Joint Participation Agreement	by and between Kerr-McGee Oil & Gas Corporation and LLOG Exploration Offshore Inc.
Land	3/22/2004	Joint Area Agreement, as amended	by and between Newfield Exploration Company, et al and Hunt Petroleum (AEC), Inc.
Land	3/22/2004	Joint Area Agreement, as amended	by and between Newfield Exploration Company, et al and Hunt Petroleum (AEC), Inc.
Land	4/1/2004	Participation Agreement	by and between Newfield Exploration Company and Hunt Petroleum (AEC), Inc.
Land	4/1/2004	Participation Agreement	by and between Newfield Exploration Company and Hunt Petroleum (AEC), Inc.
Land	5/1/2008	Purchase and Sale Agreement	by and between Maritech Resources, Inc., et al and Montforte Exploration L.L.C., et al
Land	3/1/2001	AORT	Assignment of Record Title Northstar Offshore to Northstar Interests
Land	4/1/2004	AORT	Assignment of Record Title Northstar Interests to Northstar Gulfsands
Land	11/1/2005	AORT	Assignment of Record Title Northstar Gulfsands to Gulfsands Petroleum USA
Land	6/1/2011	AORT	Assignment of Record Title Gulfsands Petroleum USA to Dynamic Offshore Resources, LLC
Land	3/1/2001	AORT	Assignment of Record Title Northstar Offshore to Northstar Interests
Land	4/1/2004	AORT	Assignment of Record Title Northstar Interests to Northstar Gulfsands
Land	11/1/2005	AORT	Assignment of Record Title Northstar Gulfsands to Gulfsands Petroleum USA
Land	6/1/2011	AORT	Assignment of Record Title Gulfsands Petroleum USA to Dynamic Offshore Resources, LLC
Land	7/1/2013	JEA & OA	Joint Exploration Agreement dated 9/30/2013 but effective 7/1/2013 b/b Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC, and GOM Shelf; OA attached as Exhibit D
Land	1/28/2021	Settlement Agreement	Release and Settlement Agreement effective January 28, 2021 by and between Fieldwood Energy LLC, Fieldwood SD Offshore LLC, Fieldwood Energy Offshore LLC and Sanare Energy Partners LLC
Land	3/8/2021	Settlement Agreement	Release and Settlement Agreement entered into as of March 8, 2021 by and between Fieldwood Energy LLC and Renaissance Offshore LLC

None



Cash and other balances to be determined at effective date

**Surety Bonds in favor of FWE Survivor:**

DATE	BOND NO.	Amount	Lease	PARTIES	SURETY	BENEFICIARY
10/17/18	SUR0049418	\$631,130	ROW OCS - G11039	Talos Gulf Coast Offshore LLC; W&T Offshore Inc.; Bandon Oil and Gas, LP	Argonaut Insurance Company	Bandon Oil and Gas, LP
10/17/18	SUR0049419	\$3,455,326	OCS-G 11881	Talos Gulf Coast Offshore LLC; W&T Offshore Inc.; Bandon Oil and Gas, LP	Argonaut Insurance Company	Bandon Oil and Gas, LP
2/13/18	1149839	\$500,000	OCS-G19760	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149840	\$500,000	OCS-G19761	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC

**Exhibit 5A**

***Attachment to Plan of Merger (Exhibit 5)***

**Certificate of Merger (TX) (FWE)**

**CERTIFICATE OF MERGER  
(DOMESTIC ENTITY DIVISIONAL MERGER)  
OF  
FIELDWOOD ENERGY LLC**

**[•], 2021**

Pursuant to Title 1, Chapter 10 and Title 3 of the Texas Business Organizations Code (the “TBOC”), the undersigned, Fieldwood Energy, LLC, a Texas limited liability company (“FWE”), submits this certificate of merger for the purpose of dividing itself into a surviving domestic entity and one new domestic entity, and hereby certifies the following:

FIRST: The name of the domestic filing entity that is dividing itself is Fieldwood Energy, LLC.

SECOND: The principal place of business of FWE is 2000 W Sam Houston Pkwy S #1200, Houston, TX 77042.

THIRD: The filing number issued to FWE by the Secretary of State of the State of Texas is [•]<sup>1</sup>.

FOURTH: FWE is organized as a limited liability company.

FIFTH: FWE shall survive the merger and shall maintain its separate existence and continue as a filing entity under the name “Fieldwood Energy III LLC” (“FWE III”).

SIXTH: In lieu of providing the plan of merger, the filing entity certifies that:

(i) An executed copy of the Agreement and Plan of Merger, dated as of [•], 2021 (the “Plan of Merger”), of FWE is on file at the principal place of business of each surviving and new domestic entity provided in this form.

(ii) On written request, a copy of the Plan of Merger will be furnished without cost by each surviving or new domestic entity to any member of any domestic entity that is a party to or created by the Plan of Merger, and any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

SEVENTH: The certificate of formation of FWE shall continue to be the certificate of formation of FWE following the merger, provided that the certificate of formation of FWE shall be amended to change the name of such entity to “Fieldwood Energy III, LLC”.

EIGHTH: The name, jurisdiction of organization, principal place of business address, and entity description of the entity to be created pursuant to the plan of merger are set forth

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<sup>1</sup> **Note to Draft:** to be assigned upon conversion of FWE to a Texas LLC.

below. The certificate of formation of the new domestic filing entity to be created is being filed with this certificate of merger.

Name: Fieldwood Energy I LLC

Entity Description: limited liability company

Jurisdiction of Organization: Texas

Principal place of business: [●].

NINTH: The Plan of Merger has been approved, adopted, certified, executed and acknowledged as required by the TBOC and the governing documents of the filing entity.

TENTH: This document shall be effective when the document is accepted and filed by the Secretary of State of the State of Texas.

ELEVENTH: In lieu of providing the tax certificate, FWE III shall continue to be liable for the payment of all required franchise taxes of FWE III.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned has caused this certificate of merger to be duly executed as of the date first set forth above.

**FIELDWOOD ENERGY, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit 5B**

*Attachment to Plan of Merger (Exhibit 5)*

**Certificate of Formation (TX) (Fieldwood Energy I LLC)**



**Form 205  
(Revised 05/11)**

Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512 463-5709  
**Filing Fee: \$300**



This space reserved for office use.

## Certificate of Formation Limited Liability Company

### Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY I LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

### Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

**OR**

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

### Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

#### GOVERNING PERSON 1

**NAME** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

**OR**

**IF ORGANIZATION**

*Organization Name*

**ADDRESS**

<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>
----------------------------------	-------------	--------------	----------------	-----------------

<b>GOVERNING PERSON 2</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

<b>GOVERNING PERSON 3</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

### Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

### Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed pursuant to a plan of merger. The name of the merging entity is Fieldwood Energy LLC.

The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042.

The merging entity was formed on 11/5/2012 under the laws of the State of Delaware, USA.

The merging entity was previously a Delaware limited liability company. The merger entity converted to a Texas limited liability company on [ ]/[ ]/2021.

## Organizer

The name and address of the organizer:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street or Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

### Effectiveness of Filing (Select either A, B, or C.)

A. ☐ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of merger of Fieldwood Energy LLC with the Secretary of State of Texas.

## Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of organizer

\_\_\_\_\_  
Printed or typed name of organizer

**Print**

**Reset**

**Exhibit 6**

**Fieldwood Energy I LLC Agreement**

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**FIELDWOOD ENERGY I LLC**

*(a Texas Limited Liability Company)*

**[•], 2020**

**THE MEMBERSHIP INTERESTS REFERENCED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AS WELL AS COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY THAT ARE SET FORTH HEREIN.**

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## LIMITED LIABILITY COMPANY AGREEMENT OF FIELDWOOD ENERGY I LLC

This Limited Liability Company Agreement of Fieldwood Energy I LLC, a Texas limited liability company (the “**Company**”), dated as of [●], 2020 (this “**Agreement**”), is entered into by and among the Company, the Initial Member<sup>1</sup> executing this Agreement as of the date hereof, and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a joinder agreement in form and substance acceptable to the Company. Capitalized terms not defined where used in this Agreement shall have the meanings assigned to such terms in ARTICLE I of this Agreement.

### RECITALS

**WHEREAS**, the Company was formed under the laws of the State of Texas by the filing of a Certificate of Formation with the Secretary of State of the State of Texas on [●], 2020 (the “**Certificate of Formation**”) for the purposes set forth in **Section 2.05** of this Agreement;

**WHEREAS**, pursuant to and in accordance with the Confirmation Order and the Term Sheet, respectively, and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company will own (i) the Legacy Apache Properties subject to the operational liabilities in connection therewith, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties, and (ii) the equity interests of GOM Shelf;

**WHEREAS**, in accordance with the Term Sheet, [●] has been appointed to serve as the initial Independent Director of the Company in accordance with this Agreement; and

**WHEREAS**, the Initial Member wishes to enter into this Agreement to set forth the terms and conditions governing the operation and management of the Company;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.01 Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this **Section 1.01**:

“**Acceptance Notice**” has the meaning set forth in Section 7.09.

---

<sup>1</sup> NTD: Please confirm identity of Initial Member and the equity holders of the Initial Member.



**“Adjusted Capital Account Deficit”** means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

**“Adjusted Taxable Income”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year (or portion thereof) with respect to the Membership Interest held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Membership Interest (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (i) minus any excess taxable loss of the Company for any prior period allocable to such Member with respect to its Membership Interest that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income and loss from the Company were the only income and loss of the Member (or, as appropriate, the direct or indirect owners of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

**“Affiliate”** means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings. For the avoidance of doubt, neither Apache nor any of its Subsidiaries nor Fieldwood II nor any of its Subsidiaries shall constitute an Affiliate of the Company.

**“Agreement”** has the meaning set forth in the **Preamble**.

**“Apache”** means Apache Corporation, a Delaware corporation, and its successors or assigns.

**“Applicable Law”** means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“**Approved Providers**” has the meaning set forth in Section 7.02(a).

“**BOC**” means the Texas Business Organizations Code, as amended and in effect at the time of this Agreement.

“**Book Depreciation**” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be (a) if such difference is being eliminated by use of the remedial method under Treasury Regulations Section 1.704-3(d), the amount of book basis recovered for such period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), or (b) if the remedial method is not used, an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Sole Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

“**Book Value**” means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

(b) immediately before the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets may, in the sole discretion of the Sole Manager, be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Sole Manager, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a *de minimis* Capital Contribution;

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member’s Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset



pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

**“Business Day”** means a day other than a Saturday, Sunday or other day on which commercial banks in the State of Texas are authorized or required to close.

**“Capital Account”** has the meaning set forth in **Section 3.03**.

**“Capital Contribution”** means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

**“Certificate of Formation”** has the meaning set forth in the **Recitals**.

**“Certificate of Termination”** means a certificate to be filed upon completion of the winding up and liquidation of the Company as set forth in **Section 11.04**, which certificate shall be in the form required by § 11.101 of the BOC.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company”** has the meaning set forth in the **Preamble**.

**“Company Minimum Gain”** means “partnership minimum gain” as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term “Company” for the term “partnership” as the context requires.

**“Confidential Information”** has the meaning set forth in **Section 12.03(a)**.

**“Confirmation Order”** means the confirmation order entered in Chapter 11 Case 20-33948, In re: Fieldwood Energy LLC, *et al*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, in form and substance reasonably acceptable to Apache.

**“Continuance”** has the meaning set forth in **Section 11.01**.

**“Covered Person”** has the meaning set forth in **Section 9.01(a)**.

**“Decommissioning Agreement”** means that certain Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC and GOM Shelf LLC, as amended by (i) the First Amendment thereto dated as of September 30, 2013, (ii) the Second



Amendment thereto dated as of September 30, 2013, (iii) the Third Amendment thereto dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement dated January 3, 2018, and (v) the Fifth Amendment thereto dated effective as of April 11, 2018.

**“Decommissioning Security”** means the funds available from Trust A, the letters of credit, and the bonds from time to time outstanding pursuant to the Decommissioning Agreement or documents or instruments related thereto.

**“Depletable Property”** means each separate oil and gas property as defined in Section 614 of the Code.

**“Divisive Merger Documents”** means the certificate of division, the plan of division, the certificate of merger, and other documents filed by or on behalf of Fieldwood with respect to the Company with the Texas Secretary of State related to the creation of the Company.

**“Electronic Transmission”** means any form of communication, including communication by use of or participation in one or more electronic networks or databases, not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

**“Equity Securities”** means any and all Membership Interests of the Company and any securities of the Company convertible into, exchangeable for, or exercisable for, such Membership Interests, and warrants or other rights to acquire such Membership Interests.

**“Estimated Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Sole Manager. In making such estimate, the Sole Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as the Sole Manager reasonably determines are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

**“Excess Amount”** has the meaning set forth in **Section 6.02(c)**.

**“Fair Market Value”** of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Sole Manager on such factors as the Sole Manager, in the exercise of his or her reasonable business judgment, considers relevant.

**“Fieldwood”** means Fieldwood Energy LLC, a Texas limited liability company, and its successors and assigns (excluding, for the avoidance of doubt, the Company).

“**[Fieldwood II]**” means [Fieldwood Energy II LLC], a [Delaware] limited liability company]<sup>2</sup>, and its successors and assigns.

“**Fiscal Year**” means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

“**GAAP**” means generally accepted accounting principles in the United States of America in effect from time to time; provided, that, notwithstanding any term or provision contained in this Agreement, GAAP will be deemed for all purposes hereof to treat leases that would have not been considered to be indebtedness in accordance with GAAP as in effect on December 31, 2017 (whether such leases were in effect on such date or are entered into thereafter) in a manner consistent with the treatment of such leases under GAAP as in effect on December 31, 2017, notwithstanding any modification or interpretative changes thereto or implementations of any such modifications or interpretative changes that may have occurred thereafter.

“**GOM Shelf**” means GOM Shelf LLC, a Delaware limited liability company, and its successors and assigns.

“**GOM Shelf Properties**” means those assets or properties owned by GOM Shelf.

“**Governmental Authority**” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

“**Independent Director**” means, initially, [●], or such other Person as may be designated or become the Independent Director pursuant to the terms of this Agreement. The Independent Director shall constitute a “manager” (as that term is defined in the BOC) of the Company.

“**Information Notice**” has the meaning set forth in Section 7.09.

“**Initial Member**” has the meaning set forth in the term **Member**.

“**Farmout Agreement**” means that certain Farmout Agreement of even date herewith by and between the Company and Fieldwood II.

“**Legacy Apache Properties**” means the list of assets set forth on Schedule I to the Plan of Merger.

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<sup>2</sup> NTD: Name to be confirmed.



“**Legacy Apache Properties PSA**” means that Purchase and Sale Agreement, dated as of July 18, 2013, between Apache and certain of its affiliates, Fieldwood and certain of its affiliates, and GOM Shelf, as such agreement has been amended.

“**Lien**” means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

“**Liquidator**” has the meaning set forth in Section 11.03(a).

“**Losses**” has the meaning set forth in Section 9.03(a).

“**Member**” means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an “**Initial Member**”); and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the BOC, in each case so long as such Person is shown on the Company’s books and records as the owner of Membership Interests. The Members shall constitute “members” (as that term is defined in the BOC) of the Company.

“**Member Nonrecourse Debt**” means “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

“**Member Nonrecourse Debt Minimum Gain**” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

“**Member Nonrecourse Deduction**” means “partner nonrecourse deduction” as defined in Treasury Regulations Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“**Members Schedule**” has the meaning set forth in Section 3.01.

“**Membership Interest**” means an interest in the Company owned by a Member, including such Member’s right (a) to its distributive share of Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the BOC. The Membership Interest of each Member shall be expressed as a percentage interest and shall be as set forth on the Members Schedule.

“**Net Income**” and “**Net Loss**” mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(f) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(g) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(h) any gain or loss (including Simulated Gain) resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(i) any items of depreciation, amortization, and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(j) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss;

(k) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(l) any items which are specially allocated pursuant to Section 5.02 hereof shall not be taken into account in computing Net Income or Net Loss. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 5.02 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

**"Nonrecourse Deductions"** has the meaning set forth in Treasury Regulations Section 1.704-2(b).

**"Nonrecourse Liability"** has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

**"Person"** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.



**“Plan of Merger”** means the Agreement and Plan of Merger of Fieldwood Energy LLC into Fieldwood Energy I LLC and Fieldwood Energy III LLC, dated as of [●], 2021, and adopted by Fieldwood Energy LLC, a Texas limited liability company.

**“Plan of Reorganization”** means the plan of reorganization of Fieldwood that was included in, and was confirmed by, the Confirmation Order.

**“Qualified Person”** has the meaning set forth in Section 7.02(a).

**“Quarterly Estimated Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any calendar quarter of a Fiscal Year means the excess, if any of: (a) the product of (i) a quarter (1/4) in the case of the first calendar quarter of the Fiscal Year, half (1/2) in the case of the second calendar quarter of the Fiscal Year, three-quarters (3/4) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member’s Estimated Tax Amount for such Fiscal Year; over (b) all distributions previously made during such Fiscal Year to such Member.

**“Recharacterization Mortgages”** has the meaning assigned to such term in Section 6.7 of the Decommissioning Agreement.

**“Regulatory Allocations”** has the meaning set forth in Section 5.02(f).

**“Rejection Notice”** has the meaning set forth in Section 7.09.

**“Related Party Agreement”** means any agreement, arrangement, or understanding between or among the Company or any of its Affiliates, on the one hand, and the Independent Director, the Sole Manager or any member or officer of the Company or any of its Affiliates, or any Affiliate of the Independent Director, the Sole Manager or any member or officer of the Company or any of its Affiliates; in each case, as such agreement may be amended, modified, supplemented, or restated in accordance with the terms of this Agreement.

**“Representative”** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors or lenders, counsel, accountants, and other agents of such Person.

**“Restructuring Support Agreement”** means the Restructuring Support Agreement, dated as of August 4, 2020, by and among (i) Fieldwood Energy LLC, a Delaware limited liability company, and including the Fieldwood PSA Parties (as defined therein); (ii) the Consenting FLTL Lenders (as defined therein); (iii) the Consenting SLTL Lenders (as defined therein); and (iv) Apache.

**“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations thereunder, which shall be in effect at the time.

**“Service Provider”** has the meaning set forth in Section 7.04.

**“Service Provider Agreement”** has the meaning set forth in Section 7.04.

**“Shortfall Amount”** has the meaning set forth in Section 6.02(b).

**“Simulated Basis”** means, with respect to each Depletable Property, the Book Value of such property.

**“Simulated Depletion”** means, with respect to each Depletable Property, a depletion allowance computed in accordance with U.S. federal income tax principles (as if the Simulated Basis of the property were its adjusted tax basis and using simulated cost depletion) and in the manner specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2), provided that the Simulated Depletion with respect to a Depletable Property shall in no event exceed the Simulated Basis of such Depletable Property.

**“Simulated Gain or Loss”** means the simulated gain or loss computed with respect to a sale or other disposition of any Depletable Property pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2).

**“Sole Manager”** has the meaning set forth in Section 7.01.

**“Standby Facility”** means a secured line of credit to be provided by Apache to the Company and GOM Shelf to fund the ongoing plugging and abandonment and decommissioning of the Legacy Apache Properties and the GOM Shelf Properties, which shall become available to advance funds to the Company and for use in accordance with the Standby Facility Documentation. The Standby Facility shall be secured by a first-priority lien on all the assets of the Company (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of the Company to Apache under the Decommissioning Agreement.

**“Standby Facility Documentation”** means the Standby Loan Agreement, dated as of [●], 2020, by and between the Company and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

**“Subsidiary”** means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

**“Tax Advance”** has the meaning set forth in Section 6.02(a).

**“Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Membership Interest.

**“Tax Matters Representative”** has the meaning set forth in Section 10.04(a).



**“Tax Rate”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any period, means the highest effective marginal combined federal, state, and local tax rate applicable to an individual residing in Houston, Texas (or, if higher, a corporation doing business in Houston, Texas), taking into account (a) the character (for example, long-term or short-term capital gain, ordinary, or exempt) of the applicable income and (b) if applicable, the deduction under IRC Section 199A.

**“Taxing Authority”** has the meaning set forth in **Section 6.03(b)**.

**“Term Sheet”** means that certain term sheet, dated July 31, 2020, among Fieldwood and certain of its Affiliates, on the one hand, and Apache and certain of its Affiliates, on the other hand.

**“Transfer”** means to, directly or indirectly, sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. **“Transfer”** when used as a noun shall have a correlative meaning. **“Transferor”** and **“Transferee”** mean a Person who makes or receives a Transfer, respectively.

**“Transition Services Agreement”** means the transition services agreement in form and substance attached hereto as **Exhibit A**.

**“Treasury Regulations”** means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

**“Trust A”** means the Fieldwood Decommissioning Trust A, a Delaware statutory trust.

**“Withholding Advances”** has the meaning set forth in **Section 6.03(b)**.

**Section 1.02 Interpretation.** For purposes of this Agreement: (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole.

The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

Unless the context otherwise requires, references herein: (x) to Articles, Sections, Exhibits, and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

## **ARTICLE II ORGANIZATION**

### **Section 2.01 Formation.**

(a) The Company was formed on [●], 2020, pursuant to the provisions of the BOC, upon the filing, or constructive filing with the Divisive Merger Documents, of the Certificate of Formation with the Secretary of State of the State of Texas.

(b) This Agreement shall constitute the “company agreement” (as that term is used in the BOC) of the Company. The rights, powers, duties, obligations, and liabilities of the Members, the Sole Manager and the Independent Director shall be determined pursuant to the BOC and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member, the Sole Manager or the Independent Director are different by reason of any provision of this Agreement than they would be under the BOC in the absence of such provision, this Agreement shall, to the extent permitted by the BOC, control.

**Section 2.02 Name.** The name of the Company is “Fieldwood Energy I LLC” or such other name or names as may be designated by the Sole Manager; provided, that the name shall always contain the words “Limited Liability Company” or “Limited Company” or an abbreviation of one of those phrases. Amendments to the Certificate of Formation or this Agreement to reflect any such name change may be made by the Sole Manager without the consent of the Members. The Sole Manager shall give prompt notice to the Members of any change to the name of the Company and any related amendment to the Certificate of Formation or this Agreement. The Company may conduct business under any assumed or fictitious name required by Applicable Law or otherwise deemed desirable by the Sole Manager.

**Section 2.03 Principal Office.** The principal office of the Company is located at [●], or such other place as may from time to time be determined by the Sole Manager. The Sole Manager shall give prompt notice of any such change to each of the Members and Apache.

### **Section 2.04 Registered Office; Registered Agent.**

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not

be a place of business of the Company) as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

## **Section 2.05 Purposes; Powers.**

(a) The purposes of the Company are to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the Legacy Apache Properties and to cause GOM Shelf to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the GOM Shelf Properties, and to engage in any and all activities necessary or incidental to the foregoing purposes.

(b) At the date of this Agreement, the Company has no assets other than (i) the Legacy Apache Properties, including any accounts receivable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization and any cash flow generated from the Legacy Apache Properties after the effective date of the Plan of Reorganization (such cash flow shall be reinvested and used to fund operating expenditures, to fund plugging and abandonment and decommissioning activities associated with the Legacy Apache Properties and the GOM Shelf Properties, to fund capital expenditures on the Legacy Apache Properties approved and authorized in accordance with this Agreement, and to repay amounts outstanding, if any, under the Standby Facility); (ii) 100% of the limited liability company interests or other equity interests in GOM Shelf; and (iii) the initial capitalization provided by Fieldwood pursuant to the divisive merger in an amount equal to \$50 million *minus* the actual plugging and abandonment and decommissioning expenses incurred by Fieldwood between the date of its bankruptcy petition filing on August 3, 2020, and the effective date of the Plan of Reorganization.

(c) At the date of this Agreement, the Company has no liabilities other than (i) operational liabilities accruing after the effective date of the Plan of Reorganization (including any accounts payable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization), (ii) plugging and abandonment and decommissioning liabilities and obligations (A) relating to the Legacy Apache Properties and (B) of GOM Shelf relating to the GOM Shelf Properties, (iii) obligations under the Decommissioning Agreement and the Legacy Apache Properties PSA, and (iv) obligations under the Standby Facility Documentation.

(d) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the BOC.

**Section 2.06 Term.** The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of the State of Texas and shall continue in existence perpetually until the Company is terminated in accordance with the provisions of this Agreement.

### **ARTICLE III CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS**

**Section 3.01 Initial Capital Contributions.** Contemporaneously with the execution of this Agreement, and pursuant to the Plan of Reorganization and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company shall have the property and assets identified in clauses (i) through (iii) in Section 2.05(b), which shall constitute the aggregate Capital Contributions made by the Initial Member. The Initial Member shall own Membership Interests in the amount set forth opposite such Member's name on Schedule A attached hereto (the "**Members Schedule**"). From and after the date of this Agreement, the Sole Manager shall maintain and update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

**Section 3.02 Additional Capital Contributions.** No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Sole Manager and, in connection with an issuance of additional Membership Interests, made in compliance with Section 7.06(e). To the extent that a Member makes an additional Capital Contribution to the Company, the Sole Manager shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member that fairly and equitably reflects the value of its additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

**Section 3.03 Maintenance of Capital Accounts.** The Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member's Capital Account shall be increased by the amount of:
  - (i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any additional Capital Contributions;
  - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and
  - (iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.
- (b) Each Member's Capital Account shall be decreased by:
  - (i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(d);



(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

**Section 3.04 Succession Upon Transfer.** In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI, and ARTICLE XI in respect of such Membership Interests.

**Section 3.05 Negative Capital Accounts.** In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon termination or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or termination in contravention of this Agreement.

**Section 3.06 No Withdrawals from Capital Accounts.** No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

**Section 3.07 Treatment of Loans from Members.** Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 3.03(a)(iii), if applicable.

**Section 3.08 Modifications.** The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Sole Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Sole Manager may authorize such modifications without the consent of any Member.

## **ARTICLE IV MEMBERS**

**Section 4.01 No Personal Liability.** Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort,

or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being a Member.

**Section 4.02 No Withdrawal.** So long as a Member continues to hold a Membership Interest, such Member shall not have the ability to withdraw or resign as a Member prior to the winding up and termination of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the winding up and termination of the Company shall be null and void. As soon as any Person who is a Member ceases to hold a Membership Interest, such Person shall no longer be a Member.

**Section 4.03 No Interest in Company Property.** No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

**Section 4.04 Certification of Membership Interests.**

(a) The Sole Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Sole Manager shall issue certificates representing Membership Interests in accordance with Section 4.04(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH COMPANY AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, GIFTED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.



#### **Section 4.05 Meetings of Members.**

(a) Meetings of the Members may be called by (i) the Sole Manager or (ii) a Member or group of Members holding a majority of the Membership Interests.

(b) Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten days and not more than 60 days before the date of the meeting to each Member, by or at the direction of the Sole Manager or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of Texas, as the Sole Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can talk to and hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation. In lieu of a proxy, a Member may grant an irrevocable power of attorney to conduct the affairs of such Member with respect to matters of the Company, including matters relating to the organization, internal affairs, or termination of the Company.

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; provided, that the appropriate Members shall have been notified of the meeting in accordance with [Section 4.05\(b\)](#). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding a majority of the Membership Interests. Subject to [Section 4.06](#), no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to [Section 4.06](#), [Section 7.05](#), [Section 7.06](#), [Section 12.10](#) or any provision of this Agreement or the BOC requiring the vote, consent, or approval of a different percentage of the Membership Interests, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding a majority of the outstanding Membership Interests.

#### **Section 4.06 Action Without Meeting.**

(a) Notwithstanding the provisions of **Section 4.05**, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes. A record shall be maintained by the Sole Manager of each such action taken by written consent of a Member or Members.

(b) A Member's consent may not be established by a Member's failure to object to an action in a timely manner or by any other means not explicitly provided for in this Agreement.

(c) If any action or decision permitted by this Agreement to be taken or made by less than all of the Members is taken or made by a written consent signed by less than all of the Members, the Sole Manager shall, within ten calendar days after such action is taken or such decision is made, give written notice of the action taken or the decision made to the Members who did not sign the written consent.

**Section 4.07 Power of Members.** The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the BOC. Except as otherwise specifically provided by this Agreement or required by the BOC, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company, other than to the extent that the Company has granted a power of attorney to such Member to bind the Company on such actions.

**Section 4.08 Similar or Competitive Activities; Business Opportunities.** Nothing contained in this Agreement shall prevent any Member or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Members for any profits or income earned or derived from such other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Members of a business opportunity of any type or description.

### **ARTICLE V ALLOCATIONS**

**Section 5.01 Allocation of Net Income and Net Loss.** For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in **Section 5.02**, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

**Section 5.02 Regulatory and Special Allocations.** Notwithstanding the provisions of **Section 5.01**:



(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) Simulated Depletion and Simulated Loss with respect to any Depletable Property shall be allocated among the Members in proportion to their shares of the Simulated Basis in such property. Each Member's share of the Simulated Basis in each of the Company's Depletable Properties shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such Depletable Property is acquired by the Company, and shall be reallocated among the Members in accordance with the Members' Membership Interest as determined immediately following the occurrence of an event giving rise to any adjustment to the Book Values of the Company's oil and gas properties pursuant to the terms of this Agreement (or at the time of any material additions to the federal income tax basis of such Depletable Property).

(f) The allocations set forth in subsections Section 5.02(a), Section 5.02(b), Section 5.02(c), Section 5.02(d) and Section 5.02(e) above (the "**Regulatory Allocations**")



are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this **ARTICLE V** (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

### **Section 5.03 Tax Allocations.**

(a) Subject to **Section 5.03(b)**, **Section 5.03(c)**, and **Section 5.03(d)**, all income, gains, losses and deductions of the Company shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, and deductions pursuant to **Section 5.01** and **Section 5.02**, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses, and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in **Section 5.01** and **Section 5.02**.

(b) Items of Company taxable income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager, so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in **Section 1.01(c)** of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager.

(d) Allocations of tax credit, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Sole Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The deduction for depletion with respect to each separate oil and gas property (as defined in Section 614 of the Code) shall, in accordance with Section 613A(c)(7)(D) of the Code, be computed for federal income tax purposes separately by the Members rather than the Company. The proportionate share of the adjusted tax basis of each oil and gas property shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such oil and gas



property is acquired by the Company (and any additions to such U.S. federal income tax basis resulting from expenditures required to be capitalized in such basis shall be allocated among the Members in a manner designed to cause the Members' proportionate shares of such adjusted U.S. federal income tax basis to be in accordance with their Membership Interests as determined at the time of any such additions), and shall be reallocated among the Members in accordance with the Members' Membership Interests as determined immediately following the occurrence of an event giving rise to an adjustment to the Book Values of the Company's oil and gas properties. For purposes of the separate computation of gain or loss by each Member on the taxable disposition of each oil and gas property, the amount realized from such disposition shall be allocated (i) first, to the Members in an amount equal to the Simulated Basis in such oil and gas property in proportion to their allocable shares thereof and (ii) second, any remaining amount realized shall be allocated consistent with the allocation of Simulated Gain. The allocations described in this Section 5.03(e) are intended to be applied in accordance with the Members' "interests in partnership capital" under Section 613A(c)(7)(D) of the Code; provided, however, that the Members understand and agree that the Sole Manager may authorize special allocations of federal income tax basis, income, gain, deduction or loss, as computed for U.S. federal income tax purposes, in order to eliminate differences between Simulated Basis and adjusted U.S. federal income tax basis with respect to each oil and gas property, in such manner as determined consistent with the principles outlined in Sections 5.03(b) and 5.03(c). The provisions of this Section 5.03(e) and the other provisions of this Agreement relating to allocations under Section 613A(c)(7)(D) of the Code are intended to comply with Treasury Regulations Section 1.704-1(b)(4)(v) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. Each Member, with the assistance of the Company, shall separately keep records of its share of the adjusted tax basis in each oil and gas property, adjust such share of the adjusted tax basis for any cost or percentage depletion allowable with respect to such property and use such adjusted tax basis in the computation of its cost depletion or in the computation of its gain or loss on the disposition of such property by the Company. Upon the reasonable request of the Company, each Member shall advise the Company of its adjusted tax basis in each oil and gas property and any depletion computed with respect thereto, both as computed in accordance with the provisions of this subsection for purposes of allowing the Company to make adjustments to the tax basis of its assets as a result of certain transfers of interests in the Company or distributions by the Company. The Company may rely on such information and, if it is not provided by the Member, may make such reasonable assumptions as it shall determine with respect thereto. When reasonably requested by the Members, the Company shall provide all available information needed by such Members to comply with the record keeping requirements of this Section 5.03(e) and other applicable tax reporting obligations.

(f) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions, or other items pursuant to any provisions of this Agreement.

**Section 5.04 Allocations in Respect of Transferred Membership Interests.** In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the



provisions of ARTICLE VIII, Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

## **ARTICLE VI DISTRIBUTIONS**

### **Section 6.01 General.**

(a) Subject to Section 6.02, distributions of available cash shall be made to the Members when and in such amounts as determined by the Sole Manager and only following (i) payment of all operating expenses of the Company, including required payments under the Transition Services Agreement or the Service Provider Agreement, (ii) the repayment in full to Apache of any outstanding principal amounts borrowed by the Company under the Standby Facility and the payment of any accrued interest or premium thereon, in each case, pursuant to the Standby Facility Documentation, (iii) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates (A) in performing services on behalf of the Company in connection with the Legacy Apache Properties or the GOM Shelf Properties pursuant to a services contract between Apache or any of its Affiliates and the Company, (B) pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, and (C) pursuant to or as may be required in connection with the Decommissioning Agreement or plugging and abandonment and decommissioning of the Legacy Apache Properties or the GOM Shelf Properties, unless otherwise reimbursed in accordance with the Decommissioning Agreement, and (iv) the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties. After making all distributions required for a given Fiscal Year under Section 6.02 and repaying/paying all amounts then due and outstanding under the Standby Facility as described in the preceding sentence, distributions determined to be made by the Sole Manager pursuant to this Section 6.01(a) shall be paid to the Members in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to the Members (i) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, except as provided in Section 6.02, or (ii) if such distribution would violate § 101.206 of the BOC or other Applicable Law.

### **Section 6.02 Tax Advances.**

(a) Subject to (i) any restrictions in the Company's then applicable debt-financing arrangements, including, but not limited to, the Standby Facility Documentation, (ii) the prior repayment in full to Apache of any outstanding principal amounts borrowed



by the Company under the Standby Facility and the payment of any accrued interest or premium thereon, in each case, pursuant to the Standby Facility Documentation, (iii) the prior reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates (A) in performing services on behalf of the Company in connection with the Legacy Apache Properties or the GOM Shelf Properties pursuant to a services contract between Apache or any of its Affiliates and the Company, (B) pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, and (C) pursuant to or as may be required in connection with the Decommissioning Agreement or plugging and abandonment and decommissioning of the Legacy Apache Properties or the GOM Shelf Properties, unless otherwise reimbursed in accordance with the Decommissioning Agreement, (iv) the prior cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, and (v) the Sole Manager's determination to retain any other amounts necessary to satisfy the Company's obligations, from and after such time, at least three days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such distribution, a "**Tax Advance**").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been distributed pursuant to Section 6.02(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "**Shortfall Amount**"), the Company shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a Fiscal Year before the 90<sup>th</sup> day of the next succeeding Fiscal Year; provided, that if the Company has made distributions other than pursuant to this Section 6.02, the Sole Manager may apply such distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 6.02 for any Fiscal Year exceed such Member's Tax Amount (an "**Excess Amount**"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 6.02, except to the extent taken into account as an advance pursuant to Section 6.02(d).

(d) Any distributions made pursuant to this Section 6.02 shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 6.01 and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 6.01.



### Section 6.03 Tax Withholding; Withholding Advances.

(a) **Tax Withholding.** Each Member agrees to furnish the Company with any representations and forms as shall be reasonably requested by the Company to assist it in determining the extent of, and in fulfilling, any withholding obligations it may have.

(b) **Withholding Advances.** The Company is hereby authorized at all times to make payments (“**Withholding Advances**”) with respect to each Member in amounts required to discharge any obligation of the Company, including any obligation under Section 6225 of the Code (as determined by the Tax Matters Representative) based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a “**Taxing Authority**”) with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section 6.03(b) shall nonetheless be deemed distributed to the Member in question for all purposes under this Agreement. If the Company makes any Withholding Advance in respect of a Member hereunder that is not immediately withheld from actual distributions to the Member, then the Member shall promptly reimburse the Company for the amount of such payment, plus interest at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum, compounded annually, on such amount from the date of such payment until such amount is repaid (or deducted from a distribution) by the Member (any such payment shall not constitute a Capital Contribution). Each Member’s reimbursement obligation under this Section 6.03(b) shall continue after such Member transfers its Membership Interests.

(c) **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties that may be asserted by reason of the Company’s failure to deduct and withhold tax on amounts distributable or allocable to such Member. The provisions of this Section 6.03(c) and the obligations of a Member pursuant to Section 6.03(b) shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Membership Interests. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.03, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(d) **Overwithholding.** None of the Company, the Sole Manager or the Independent Director shall be liable for any excess taxes withheld in respect of any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member’s sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

### Section 6.04 Distributions in Kind.

(a) Subject to Sections 6.01 and 6.02, the Sole Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of

securities or other property (but not including any oil and gas properties) held by the Company; provided, that Tax Advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to **Section 6.01**.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Sole Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Sole Manager may require that the Members execute and deliver such documents as the Sole Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

## **ARTICLE VII MANAGEMENT**

**Section 7.01 Management of the Company.** The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of the Sole Manager (“**Sole Manager**”). Subject to the provisions of Section 7.06, the Sole Manager shall have, and is hereby granted, full and complete power, authority, and discretion for, on behalf of, and in the name of the Company, to take such actions as it may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company.

### **Section 7.02 Independent Director.**

(a) The Independent Director shall (i) be a natural person who is not, nor for the prior five years has been, a director, officer, employee, trade creditor or equityholder (or spouse, parent, sibling or child of any of the foregoing) of (A) Fieldwood or any Affiliate of Fieldwood or (B) any prior or current lender of Fieldwood (a natural person satisfying such condition set forth in this clause (i), a “**Qualified Person**”) and (ii) be provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, [Lord Securities Corporation]<sup>3</sup>, Wilmington Trust Company, or, if none of those companies is then in the service of providing professional independent directors, another nationally recognized company selected by Fieldwood (or, following the divisive merger of Fieldwood pursuant to § 10.008 of the BOC, Fieldwood II) subject to Apache’s prior consent, which may be given or withheld in its sole discretion (such providers collectively, the “**Approved Providers**”). [●] is the Qualified Person provided by an Approved Provider that, as of the date of this Agreement, has been appointed to serve as the initial Independent Director and has also been approved to serve as the initial Independent Director for the Company in connection with the Confirmation Order entered

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<sup>3</sup> NTD: Does this entity still exist?



by the Bankruptcy Court for the Southern District of Texas before which the reorganization of Fieldwood was being conducted.

(b) The Independent Director may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. If the Independent Director is removed with Apache's written consent or the Independent Director resigns or otherwise ceases to serve in such capacity, then the Company (acting by majority vote of its Members) shall select another Qualified Person from the Approved Providers to serve as the Independent Director.

**Section 7.03 Sole Manager.** The Company shall not have any officers or employees other than a Sole Manager. In accordance with the procedure for the selection of the Sole Manager set forth in the Term Sheet, [●] has been selected and designated to serve as the initial Sole Manager. The Sole Manager may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. In the event that the Sole Manager is removed with Apache's written consent or the Sole Manager resigns or otherwise ceases to serve in such capacity, then the Sole Manager shall be selected pursuant to the following procedure: Apache and the Company (acting through the Independent Director for all purposes under this Section 7.03, who shall solicit input from Fieldwood II for all purposes under this Section 7.03) shall each provide the other with a list of three natural persons, each having a minimum of five years of relevant experience in the energy sector; and if one or more names appear on both Apache's and the Company's lists, then the Company will select, and the Member(s) shall cause the Company to select, the new Sole Manager from those common names; if, however, there are no common names between Apache's and the Company's lists, then Apache and the Company (acting through the Independent Director, who shall solicit input from Fieldwood II) shall each have the right to strike two names from the other's list, and the new Sole Manager shall be selected by the Independent Director from the remaining two names.

#### **Section 7.04 Service Provider.**

(a) Subject to the Transition Services Agreement described below in Section 7.04(b), the Sole Manager shall hire one or more third-party service provider(s) (whether one or more, collectively, the "**Service Provider**") to perform all operations and plugging and abandonment and decommissioning activities with respect to the Company's and GOM Shelf's properties or assets in a manner consistent with the procedures set forth in this Section 7.04. The Sole Manager shall solicit and obtain a bid for the work to be performed by each Service Provider from not less than three qualified candidates, each of which must (i) have a minimum of five years of relevant experience and (ii) not be, as of such date when bids are submitted, an Affiliate of Apache; such bids shall detail the scope, terms and conditions of the work to be performed, along with the price to be paid for the performance of such work. The Company shall share copies of each such bid received with Apache promptly following receipt thereof. Following the receipt of such bids, with Apache's prior written consent (which may be given or withheld in its sole discretion), the Sole Manager shall select the candidate whose bid contains the lowest price and best terms for the work to be performed, in view of their relevant experience (all as determined in good faith by the Sole Manager and consented to by Apache), to serve as the Service Provider, and shall

cause the Company to enter into an agreement with such Service Provider (such agreement, a “**Service Provider Agreement**”) to provide services contemplated in this Section 7.04; provided that, immediately prior to executing such Service Provider Agreement, the Sole Manager shall have confirmed that the proposed Service Provider satisfies the candidate qualifications detailed in clause (ii) of the immediately prior sentence (as if being considered on the date of such Service Provider Agreement rather than the date when bids are submitted), and if the proposed Service Provider does not satisfy such candidate qualifications, the Sole Manager shall then reconsider the submitted bids and select another candidate in accordance with the requirements of this sentence as if the previously selected candidate had not submitted a bid. Any Service Provider Agreement shall be in such form and contain such terms as the Sole Manager determines in good faith to be appropriate and consistent with this Section 7.04. In the event that the Sole Manager elects to remove the Service Provider or the Service Provider otherwise ceases to provide its services in such capacity, then the Sole Manager shall again bid out the work, and shall select the Person to serve as the successor Service Provider, in accordance with the foregoing procedures of this Section 7.04.

(b) Upon the effectiveness of the Plan of Reorganization, the Company shall enter into the Transition Services Agreement with Fieldwood II pursuant to which Fieldwood II shall provide transitional operations for the Company in accordance with the terms of the Transition Services Agreement. The Company and Fieldwood II (in its sole discretion) may mutually agree that Fieldwood II shall become the Service Provider, at the effective time of which the Transition Services Agreement shall terminate, and the Sole Manager shall cause the Company to enter into the Service Provider Agreement with Fieldwood II. Furthermore, as provided in the Transition Services Agreement, the Transition Services Agreement may be terminated by the Company, in its sole discretion, in accordance with the terms of the Transition Services Agreement.

**Section 7.05 Actions Requiring Independent Director Consent and Service Provider.** Without the prior consent of the Independent Director (which consent may be given or withheld in the sole discretion of the Independent Director), and the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

- (a) amend, modify, supplement or waive the Certificate of Formation, this Agreement or any other organizational documents of the Company or its Subsidiaries;
- (b) remove or replace the Sole Manager or the Service Provider;
- (c) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion or sale of all or substantially all of the Company’s or GOM Shelf’s properties or assets;
- (d) wind-up, dissolve, liquidate or terminate the Company or any of its Subsidiaries prior to the occurrence of any event set forth in Section 11.01 or enter into a



receivership or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;

(e) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or

(f) reinstate the Company or GOM Shelf after termination.

Except as provided in the fourth sentence of Section 9.02(a), in exercising its rights and performing its duties under this Agreement (including pursuant to this Section 7.05), the Independent Director shall have fiduciary duties of loyalty and care similar to that of a director of a business corporation organized under the BOC.

**Section 7.06 Actions Requiring Apache Consent.** Without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion, unless expressly indicated otherwise), the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

(a) conduct or be involved in any business or operations other than (i) operating or plugging and abandoning and decommissioning the Legacy Apache Properties and (ii) causing GOM Shelf to operate or plug and abandon and decommission the GOM Shelf Properties;

(b) purchase or farm-in any properties or assets or sell any of the Company's or GOM Shelf's properties or assets; provided that, following receipt of any such written consent from Apache to purchase or farm-in any properties or assets, other than with respect to usual and ordinary G&A and operating expenditures required to own and maintain such properties or assets, no additional funds of, or available to, the Company or GOM Shelf shall be spent with respect to such properties or assets without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion), provided further, however, that if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as the farm-in transaction would be accretive to the Company's consolidated cash flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(c) farm-out any of the Company's or GOM Shelf's properties or assets; provided, however, if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as

the farm-in transaction would be accretive to the Company's consolidated cash flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(d) incur indebtedness for borrowed money other than pursuant to the Standby Facility, pledge or grant Liens on any properties or assets of the Company or GOM Shelf other than those provided pursuant to the Standby Facility Documentation and the Recharacterization Mortgages, or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person;

(e) issue additional Membership Interests or any other Equity Securities or admit additional Members to the Company, or issue additional equity interests of or admit additional members to GOM Shelf;

(f) use its free cash flow (after operating expenses) for any purposes other than fulfilling its obligations to Apache under the Decommissioning Agreement and the Standby Facility Documentation for so long as the obligations thereunder have yet to be satisfied in full (for the avoidance of doubt, Apache's consent shall be required for any development activities proposed by Fieldwood II under the Farmout Agreement);

(g) make any loan, advance, or capital contribution or make any investment in any Person;

(h) enter into, amend, waive, or terminate any Related Party Agreement;

(i) amend, modify, supplement, restate, or waive any provision of the Certificate of Formation, this Agreement, or any other organizational documents of the Company or its Subsidiaries (and any such amendment, modification, supplement, or waiver that is attempted without Apache's prior written consent shall be void *ab initio* and without effect);

(j) engage in any activity or take any action with respect to its properties or assets, other than in the ordinary course of business;

(k) select, remove, or replace, or change the work to be performed by, the Service Provider;

(l) remove, replace, or change the powers, rights, or responsibilities of, the Sole Manager or the Independent Director;

(m) establish a Subsidiary or enter into any joint venture or similar business arrangement or enter into a transaction covered by Section 7.09;

(n) settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Company or GOM Shelf;

(o) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion, or sale of all or substantially all of the Company's or GOM Shelf's properties or assets;

(p) wind-up, dissolve, liquidate, or terminate the Company or any of its Subsidiaries or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;

(q) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or

(r) reinstate the Company or GOM Shelf after termination.

In addition to the foregoing, if (i)(A) the Company or GOM Shelf defaults on its plugging and abandonment and decommissioning obligations under the Decommissioning Agreement, (B) any Governmental Authority or any other Person seeks to cause Apache or its Affiliates to conduct plugging and abandonment or decommissioning activity that is required in accordance with Applicable Law or contract in respect of any of the Legacy Apache Properties or the GOM Shelf Properties, and (C) Apache conducts such plugging and abandonment or decommissioning activity or activities, or (ii) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, any letter of credit or bond that is part of the Decommissioning Security is not renewed in a manner consistent in all respects with the existing terms of such letter of credit or bond, then the Company shall, and the Independent Director and the Sole Manager shall cause the Company to: (x) if applicable, as promptly as practicable after the Independent Director or the Sole Manager becomes aware of an event described in clause (ii) immediately above, provide written notice to Apache of the upcoming expiration of, and inability to renew, such letter of credit or bond in a manner consistent in all respects with the existing terms of such letter of credit or bond, and use its best efforts to assist Apache in drawing under the expiring letter of credit or bond so that drawn funds can be contributed to Trust A; (y) take any action reasonably requested by Apache to entitle Apache to be reimbursed by the Company or to draw on the cash in Trust A or the other Decommissioning Security to pay or reimburse Apache for the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures, which costs shall be determined in good faith by Apache based on the time spent by such employees in performing or overseeing such activities) and expenses incurred in conducting such activity or activities or, if such costs have been paid by Trust A or reimbursed to Apache with funds from Trust A, then to contribute funds to Trust A; and (z) not take any position in any proceeding opposed to or that is otherwise inconsistent with Apache's ability to draw on the cash in Trust A or the other Decommissioning Security to pay or reimburse Apache for such costs and expenses incurred in conducting such activity or activities or to contribute funds to Trust A.

Furthermore, the Company shall provide written notice to Apache of (i) each request or proposal the Company or GOM Shelf receives from a Person to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties and (ii) each prospective joint development under the Farmout Agreement. In connection with each of the foregoing, the Company shall, and shall cause GOM Shelf to, provide Apache full and open access to all information that the Company or GOM Shelf has regarding each such opportunity.

**Section 7.07 Compensation and Reimbursement of the Independent Director, the Sole Manager, the Service Provider and Fieldwood II.** The Independent Director shall be compensated for the services provided by such individual as the Independent Director of the Company in the amount as specified in Schedule B attached hereto. The Sole Manager shall be compensated for the services provided by such individual as the Sole Manager of the Company in the amount as specified in Schedule C attached hereto. The Company shall reimburse the Independent Director and the Sole Manager for all ordinary, necessary, and direct third-party expenses incurred by the Independent Director and the Sole Manager, respectively, on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed \$[•] in the aggregate for any Fiscal Year. The Service Provider shall be compensated for the services provided by the Service Provider and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as shall be set forth in the applicable Service Provider Agreement. Fieldwood II shall be compensated for its services under the Transition Services Agreement and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as set forth in the Transition Services Agreement.

**Section 7.08 No Personal Liability.** Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, neither the Independent Director nor the Sole Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being or acting as the Independent Director or the Sole Manager, as applicable.

**Section 7.09 Funding Capital Expenditures.** Prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, if the Company receives a proposal that the Company engage in any project that is forecast to increase production or cash flow generated from the Legacy Apache Properties or the GOM Shelf Properties (excluding any proposed development activities pursuant to the Farmout Agreement), then the Sole Manager shall, through a written notice, offer to Apache the opportunity to fund the capital expenditures related to such project on behalf of the Company on terms and subject to conditions to be mutually agreed between the Company and Apache; provided that the Company acknowledges and agrees that if any such capital expenditures are funded, in whole or in part, out of funds then available to be borrowed by the Company under the Standby Facility, any additional properties or assets obtained or that come into existence as a result of the use of such borrowed amounts under the Standby Facility, including, without limitation, any increased production or cash amounts generated thereby, shall be pledged as additional security under the Standby Facility Documentation. Such written notice provided to Apache shall include all available details about such opportunity, including, but not limited to, the forecast impact on production and cash flow from the Legacy Apache Properties or

the GOM Shelf Properties, as appropriate. Apache shall have a reasonable period (not to exceed 20 Business Days) following its receipt of such written notice to provide written notice to the Company of (a) Apache's election to fund any such capital expenditures and the terms and conditions that Apache proposes to apply thereto, including whether it will fund such capital expenditure, in whole or in part, using amounts then available to be borrowed by the Company under the Standby Facility (such notice, an "**Acceptance Notice**"), (b) Apache's election not to fund any such capital expenditures (such notice, a "**Rejection Notice**"), or (c) Apache's request for additional information it requires to fully evaluate the proposed project (such notice, an "**Information Notice**"). If Apache provides a timely Acceptance Notice, then the Company and Apache shall endeavor in good faith to negotiate the proposed terms and conditions that will apply thereto, and if mutually satisfactory terms are agreed to by the Company and Apache, such terms and conditions shall be documented as promptly as practicable and the closing of such agreement and funding(s) of such capital expenditures shall occur as so agreed. If (i) Apache timely provides to the Company a Rejection Notice, (ii) Apache timely provides an Acceptance Notice but the Company and Apache are unable within 60 Business Days after the Company's receipt of the Acceptance Notice to agree upon mutually satisfactory terms and conditions applicable thereto, or (iii) Apache does not submit a timely response to the offer, then the offer for Apache to fund the capital expenditures of the Company in the applicable project shall be deemed rejected by Apache and the Company shall have 180 days within which to obtain third-party funding for such capital expenditures subject to, and in accordance with, the other terms and conditions of this Agreement (including, without limitation, Section 7.06); provided, however, if the Company is unable to obtain such funding subject to, and in accordance with, the other terms and conditions of this Agreement within such 180-day period, then the Company must again follow the procedures in this Section 7.09 and offer Apache the opportunity to fund such expenditures. If Apache timely provides the Company with an Information Notice, then the Company shall endeavor in good faith to promptly provide the requested information to Apache, and following Apache's receipt of such information, Apache shall have the right to accept or reject such offer on the terms set forth in this Section 7.09.

## ARTICLE VIII TRANSFER

### Section 8.01 General Restrictions on Transfer.

(a) No Member shall Transfer all or any portion of its Membership Interest in the Company without the prior written approval of:

(i) Apache and the Company prior to (A) the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, (B) the repayment in full of any and all amounts outstanding under the Standby Facility and the satisfaction of all obligations under the Standby Facility Documentation, (C) the payment or reimbursement by the Company or from funds available under the Decommissioning Security of the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or



overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures) and expenses incurred by Apache and its Affiliates (1) in performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties or (2) pursuant to or as may be required in connection with the Decommissioning Agreement, and (D) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required; and

(ii) thereafter, the Company.

(b) Subject to Section 8.01(a), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the BOC;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void *ab initio*, no such Transfer shall be recorded on

the Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) Subject to Section 7.06(e), no Transfer of any Membership Interest to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee has executed a joinder agreement in form and substance acceptable to the Company.

(e) For the avoidance of doubt, any completed Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest."

## ARTICLE IX EXCULPATION AND INDEMNIFICATION

### Section 9.01 Exculpation of Covered Persons.

(a) **Covered Persons.** As used herein, the term "**Covered Person**" shall mean (i) each current or former Member; (ii) each current or former manager, officer, director (including the Independent Director), shareholder, partner, member, Affiliate, employee, agent, or Representative of each Member, and each of their Affiliates; and (iii) each manager (including the Sole Manager), officer (if any), employee (if any), agent, or Representative of the Company.

(b) **Standard of Care.** Subject to Section 9.02(a) with respect to the Independent Director, no Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, Net Income, or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more officers or employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence

shall in no way limit any Person's right to rely on information to the extent provided in § 3.102 or § 3.105 of the BOC.

## **Section 9.02 Liabilities and Duties of Covered Persons.**

(a) **Limitation of Liability.** This Agreement, unless otherwise specifically stated herein, is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person. Notwithstanding anything to the contrary in this Article IX, to the fullest extent permitted by Applicable Law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider only the interests of the Company, including its creditors, in acting or otherwise consenting to matters requiring the consent of the Independent Director in this Agreement. Except for duties to the Company as set forth in the immediately preceding sentence (including duties to the Members and the Company's creditors solely to the extent of their respective economic interests in the Company but excluding (i) all other interests of the Members, (ii) the interests of other Affiliates of the Company, and (iii) the interests of any group of Affiliates of which the Company is a part) and in the last sentence of Section 7.05, the Independent Director shall not have any fiduciary duties to the Members or any other Person bound by this Agreement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. To the fullest extent permitted by law, the Independent Director shall not be liable to the Company, the Members or any other Person bound by this Agreement for breach of contract or breach of duties (including fiduciary duties), unless the Independent Director acted in bad faith or engaged in willful misconduct.

(b) **Duties.** Except as provided in Section 9.02(a) with respect to the Independent Director, whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.



### **Section 9.03 Indemnification.**

(a) **Indemnification.** To the fullest extent permitted by the BOC, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the BOC permitted the Company to provide prior to such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims (collectively, “**Losses**”) to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, Affiliate, manager, director, officer, employee, or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person’s conduct did not constitute fraud or willful and intentional misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person’s conduct was unlawful, or that the Covered Person’s conduct constituted fraud or willful misconduct.

(b) **Control of Defense.** Upon a Covered Person’s discovery of any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this **Section 9.03**, the Covered Person shall give prompt written notice to the Company of such claim, lawsuit, or proceeding, provided, that the failure of the Covered Person to provide such notice shall not relieve the Company of any indemnification obligation under this **Section 9.03**, unless the Company shall have been materially prejudiced thereby. The Company shall be entitled to participate in or assume the defense of any such claim, lawsuit, or proceeding at its own expense. After notice from the Company to the Covered Person of its election to assume the defense of any such claim,



lawsuit, or proceeding, the Company shall not be liable to the Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by the Covered Person in connection with investigating, preparing to defend, or defending any such claim, lawsuit, or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit, or proceeding, the Covered Person shall have the right to assume the defense of such claim, lawsuit, or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit, or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed).

(c) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 9.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(d) **Entitlement to Indemnity.** The indemnification provided by this Section 9.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 9.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 9.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

(e) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Sole Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(f) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 9.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal



liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(g) **Savings Clause.** If this Section 9.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 9.03 to the fullest extent permitted by any applicable portion of this Section 9.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(h) **Amendment.** The provisions of this Section 9.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 9.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this Section 9.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

**Section 9.04 Survival.** The provisions of this ARTICLE IX shall survive the dissolution, liquidation, winding up, and termination of the Company.

## ARTICLE X ACCOUNTING; TAX MATTERS

**Section 10.01 Financial Statements and Other Information.** The Company shall furnish to each Member and Apache the following reports:

(a) **Annual Financial Statements.** As soon as available, and in any event within 105 days after the end of each Fiscal Year, its audited consolidated balance sheet and related consolidated statements of operations, Members' equity and cash flows as of the end of and for such year prepared under AICPA auditing standards, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by independent public accountants acceptable to each Member and Apache (without a "going concern" or like qualification, commentary, or exception (except to the extent that any such qualification, commentary, or exception expressly indicates that after giving effect to the exclusion of asset retirement obligations reflected on the accompanying balance sheet, there would be no such qualification, commentary, or exception), and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied;

(b) **Quarterly Financial Statements.** As soon as available, and in any event within 50 days after the end of each quarterly accounting period in each Fiscal Year (including the last fiscal quarter of the Fiscal Year), its unaudited consolidated balance sheet and related unaudited consolidated statements of operations, Members' equity and

cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the current Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of the previous Fiscal Year or as at the end of such period or periods, all in reasonable detail and certified by the Company as presenting fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes; and

(c) **Monthly Operating Data.** As soon as available, but in no event later than 15 Business Days after the end of each calendar month, a statement in a form reasonably satisfactory to each Member and Apache showing all operating data for the Company and GOM Shelf, including operating expenses and revenue for each of the Company and GOM Shelf, for such calendar month.

(d) **Operating Budget.** As soon as available, but in any event no later than 60 days after the end of each Fiscal Year of the Company, a detailed operating budget for the Fiscal Year, forecasting revenue, operating costs, and capital expenses for each fiscal quarter in form reasonably satisfactory to each Member and Apache.

(e) **Additional Information.** Promptly following any reasonable request therefor, such other information regarding the operations, business affairs and financial condition of each of the Company and GOM Shelf, as any Member or Apache may reasonably request, including, without limitation, decommissioning cost estimates and calculations.

**Section 10.02 Inspection Rights.** Upon reasonable notice from a Member or Apache, the Company shall afford each Member or Apache and their respective Representatives access during normal business hours to (a) the Company's properties, offices, plants, and other facilities; (b) the corporate, financial, and similar records, reports, and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or the Sole Manager or Independent Director, and to permit each Member or Apache and their respective Representatives to examine such documents and make copies thereof; and (c) any officers, senior employees, and public accountants of the Company, and to afford each Member or Apache and their respective Representatives the opportunity to discuss and advise on the affairs, finances, and accounts of the Company with such officers, senior employees, and public accountants (and the Company hereby authorizes said accountants to discuss with such Member or Apache and their respective Representatives such affairs, finances, and accounts).

**Section 10.03 Income Tax Status.** It is the intent of the Company and the Members that the Company shall be treated as a partnership or a disregarded entity for U.S., federal, state, and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership or a disregarded entity pursuant to Treasury Regulations Section 301.7701-3.

#### **Section 10.04 Tax Matters Representative.**

(a) **Appointment.** The Members hereby appoint the Sole Manager as “partnership representative” as provided in Code Section 6223(a) (the “**Tax Matters Representative**”). If any state or local tax law provides for a tax matters partner/partnership representative or Person having similar rights, powers, authority or obligations, the person designated as the Tax Matters Representative shall also serve in such capacity. To the extent required by Applicable Law, if the Tax Matters Representative is an entity, it shall appoint a “designated individual” to act on its behalf. The Tax Matters Representative can be removed at any time by a vote of Members holding a majority of the Membership Interests, and shall resign if it is no longer a Member. In the event of the resignation or removal of the Tax Matters Representative, Members holding a majority of the Membership Interests shall select a replacement Tax Matters Representative.

(b) **Tax Examinations and Audits.** The Tax Matters Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the consent of Members holding a majority of the Membership Interests, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any Taxing Authority.

(c) **US Federal Tax Proceedings.** The Members acknowledge that the Company may elect the application of Section 6226 of the Code. This acknowledgement applies to each Member whether or not the Member owns an interest in the Company in both the reviewed year and the year of the tax adjustment. In the event that the Company elects the application of Section 6226 of the Code, the Members agree and covenant to take into account and report to the Internal Revenue Service (or any other applicable taxing authority) any adjustment to their tax items for the reviewed year of which they are notified by the Company in a written statement, in the manner provided in Section 6226(b) of the Code, whether or not the Member owns any interest in the Company at such time. Any Member that fails to report its share of such adjustments on its tax return, agrees to indemnify and hold harmless the Company and the Tax Matters Representative from and against any and all losses, costs, liabilities and expenses related to taxes (including penalties and interest) imposed on the Company as a result of the Member’s inaction. If the Company is required to pay the assessment of the imputed underpayment under Section 6225(a)(1) of the Code or similar provisions of state law, any taxes, penalties, and interest payable by the Company shall be treated as attributable to the Members, and, to the extent possible, the Tax Matters Representative shall allocate the burden of any such



amounts to those Members to whom such amounts are reasonably attributable taking into account the Member's or former Member's allocable share of taxable income or loss with respect to the Fiscal Year to which such assessment pertains and adjustments that may have been made in computing the imputed underpayment. To the extent that any such amount is payable by the Company, at the option of the Tax Matters Representative, such amount shall be recoverable from such Member as provided in Section 6.03(c). The provisions contained in this Section 10.04 shall survive the dissolution, termination or liquidation of the Company, the withdrawal of any Member or the transfer of any Member's interest in the Company and apply to unadmitted assignees of a Member Interest who may be considered current or former partners of the Company for federal tax purposes.

(d) **Tax Returns.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return.

(e) **Section 754 Election.** The Tax Matters Representative will make an election under Code Section 754, if the Company is to be taxed as a partnership for federal tax purposes.

(f) **Indemnification.** The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of responsibilities as Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

**Section 10.05 Tax Returns.** At the expense of the Company, the Sole Manager (or any officer of the Company that it may designate pursuant to this Agreement) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Sole Manager or any designated officer of the Company, as applicable, will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065, if applicable, and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year.

**Section 10.06 Company Funds.** All funds of the Company shall be deposited in its name, or in such name as may be designated by the Sole Manager, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by the Sole Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of the Sole Manager, or any officer or officers of the Company that may be designated by the Sole Manager, as applicable, pursuant to this Agreement.

## ARTICLE XI WINDING UP AND TERMINATION

**Section 11.01 Events Requiring Winding Up.** The Company shall begin to wind up its business and affairs only upon the occurrence of any of the following events (in each case, subject to the applicable provisions of Section 7.06):

- (a) upon the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties;
- (b) the occurrence of a nonwaivable event under the terms of the BOC which requires the winding up of the Company after its termination unless a Continuance occurs in respect of such event; or
- (c) the entry of a judicial decree ordering winding up and termination under § 11.314 of the BOC in proceedings of which Apache has been given notice and an opportunity to participate.

Notwithstanding the occurrence of an event referenced in Section 11.01(b), if the Company is permitted prior to the termination of its existence in accordance with the BOC to revoke a winding up upon the occurrence of such event and each of Apache, the Sole Manager, and the Independent Director provide their prior written consent to such revocation, then, to the extent so permitted under the BOC and in the manner provided therein, the Company's existence shall be continued (the revocation of such a winding up and continuance of the Company, a "**Continuance**").

**Section 11.02 Effectiveness of Termination.** The Company shall begin to wind up its business and affairs as soon as reasonably practicable upon the occurrence of an event described in **Section 11.01** (if such event has not been revoked or cancelled), but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in **Section 11.03**, and the Certificate of Termination shall have been filed as provided in **Section 11.04**.

**Section 11.03 Liquidation.** If the Company is to be terminated pursuant to **Section 11.01**, the Company shall be liquidated and its business and affairs wound up in accordance with the BOC and the following provisions:

- (a) **Liquidator.** The Sole Manager shall act as liquidator to wind up the Company (the "**Liquidator**"); provided, however, that if there is then a vacancy in the position of the Sole Manager or the Sole Manager is not willing to act as the Liquidator, the Members shall appoint a person to act as the Liquidator. The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.
- (b) **Accounting.** As promptly as possible after the event requiring winding up and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities,



and operations through the last day of the calendar month in which such event occurs or the final liquidation is completed, as applicable.

(c) **Notice.** The Liquidator shall deliver to each known claimant of the Company the notice required by § 11.052 of the BOC.

(d) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to Trust A until the aggregate funds in Trust A are in an amount equal to 125% of the then Remaining Decommissioning (as defined in the Decommissioning Agreement);

(iii) Third, to the establishment of and additions to other reserves that are determined by the Liquidator to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iv) Fourth, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(e) **Discretion of Liquidator.** Notwithstanding the provisions of Section 11.03(d) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(d), if upon winding up of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities, Trust A, and reserves, and may, upon approval of holders of a majority of the outstanding Membership Interests, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(d), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

**Section 11.04 Certificate of Termination.** Upon completion of the distribution of the assets of the Company as provided in Section 11.03(d) hereof, the Liquidator or other such officer shall execute and cause to be filed a Certificate of Termination in the State of Texas and shall cause the cancellation of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Texas and shall take such other actions as



may be necessary to terminate the Company. Upon acceptance of the Certificate of Termination by the Texas Secretary of State, the Company shall be terminated.

**Section 11.05 Survival of Rights, Duties, and Obligations.** Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to **Section 9.03**.

**Section 11.06 Recourse for Claims.** Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon termination or otherwise) against the Liquidator, the Independent Director, or any other Member.

## ARTICLE XII MISCELLANEOUS

**Section 12.01 Expenses.** Except as otherwise expressly provided herein, in the Restructuring Support Agreement, or in the Confirmation Order, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. In addition to the immediately preceding sentence and the payment or reimbursement to Apache and its Affiliates for the costs and expenses of performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties as provided in the final paragraph of Section 7.06, from time to time as Apache evaluates any matter specified in Section 7.06 for which its consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, the Company shall reimburse Apache for all costs and expenses incurred in connection therewith, with such reimbursement to be made regardless of whether Apache consents to such matter or provides an Acceptance Notice, Rejection Notice, or Information Notice to the Company with respect to such proposal. Apache's costs shall include, without limitation, third-party costs and the reimbursable costs of compensation and benefits of employees of Apache and its Affiliates who devote productive time to evaluating any matter specified in Section 7.06 for which the consent of Apache is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, which costs shall be determined in good faith by Apache based on the time spent by such employees in conducting such evaluation. The reimbursement to be made pursuant to the immediately preceding sentences shall be made within 30 days of the Company's receipt of a statement from Apache specifying the costs to be so reimbursed.

**Section 12.02 Further Assurances.** In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments,



conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

### **Section 12.03 Confidentiality.**

(a) Each Member acknowledges that, during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information, and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements, and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, “**Confidential Information**”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial, or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

(b) Nothing contained in **Section 12.03(a)** shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Members; or (vi) to such Member’s Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this **Section 12.03** as if a Member; or (vii) to any potential Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such potential Transferee agrees in writing to be bound by the provisions of this **Section 12.03** as if a Member before receiving such Confidential Information; provided, that in the case of clause (i), (ii), or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of **Section 12.03(a)** shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Members, or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this **Section 12.03** shall survive for so long as such Member remains a Member, and for three years following the earlier of (i) termination, dissolution, liquidation, and winding up of the Company; (ii) the withdrawal of such Member from the Company; or (iii) such Member's Transfer of its Membership Interests; provided that with respect to Confidential Information that constitutes a trade secret under Applicable Law, the obligations of each Member under this **Section 12.03** shall survive until, if ever, such Confidential Information loses its trade secret protection other than due, directly or indirectly, to an act or omission of the Member.

**Section 12.04 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or
- (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 12.04**):

**If to the Company:**           Fieldwood Energy I LLC  
                                      [COMPANY ADDRESS]  
                                      Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]



with a copy to:                   Hunton Andrews Kurth LLP  
(which shall not               600 Travis Street  
constitute notice)             Suite 4200  
                                     Houston, TX 77002  
                                     Attention: G. Michael O’Leary

**If to the Independent           [INDEPENDENT DIRECTOR ADDRESS]  
Director:**                    Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to:                   Hunton Andrews Kurth LLP  
(which shall not               600 Travis Street  
constitute notice)             Suite 4200  
                                     Houston, TX 77002  
                                     Attention: G. Michael O’Leary

**If to a Member:**               To the Member’s respective mailing address as set forth on the  
Members Schedule.

**Section 12.05 Headings.** The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

**Section 12.06 Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 9.03(g), upon such determination that any term or other provision is invalid, illegal, or unenforceable, this Agreement shall be modified automatically so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, legal, and enforceable.

**Section 12.07 Entire Agreement.** This Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.



**Section 12.08 Successors and Assigns.** Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**Section 12.09 No Third-Party Beneficiaries.** Except (a) with respect to certain rights reserved to Apache as set forth in this Agreement, which shall be for the benefit of and enforceable by Apache, and (b) as provided in **ARTICLE IX**, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 12.10 Amendment.** Subject to Sections 2.02 and 7.06(i), no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the Members holding a majority of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase, or Transfer of Membership Interests in accordance with this Agreement may be made by the Independent Director without the consent of or execution by the Members.

**Section 12.11 Waiver.** No waiver by any party or Apache of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving or Apache, respectively. No waiver by any party or Apache shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. For the avoidance of doubt, nothing contained in this **Section 12.11** shall diminish any of the explicit and implicit waivers described in this Agreement.

**Section 12.12 Governing Law.** All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas.

**Section 12.13 Submission to Jurisdiction.** The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal courts of the United States of America or the courts of the State of Texas, in each case located in Harris County and in Houston, Texas. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate



appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set forth in **Section 12.04** shall be effective service of process for any suit, action, or other proceeding brought in any such court.

**Section 12.14 Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 12.15 Equitable Remedies.** Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties or Apache, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto and Apache shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

**Section 12.16 Attorney's Fees.** In the event that any party or third-party beneficiary hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party or third-party beneficiary in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by it in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

**Section 12.17 Remedies Cumulative.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in **Section 9.02** to the contrary.

**Section 12.18 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**The Company:**

FIELDWOOD ENERGY I LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
[NAME]  
[TITLE]

**The Initial Member:**

[\_\_\_\_\_]   
a [\_\_\_\_\_]

By: \_\_\_\_\_  
[NAME]  
[TITLE]

*Signature Page to Limited Liability Company Agreement of  
Fieldwood Energy I LLC*

**EXHIBIT A**  
**FORM OF TRANSITION SERVICES AGREEMENT**

Exh. A-1

**SCHEDULE A**

**MEMBERS SCHEDULE**

<b>Member Name, and Address</b>	<b>Capital Contribution</b>	<b>Membership Interest</b>
[_____] [ADDRESS]	\$(AMOUNT)	100%
Total:	\$(AMOUNT)	100%



## **SCHEDULE B**

### **INDEPENDENT DIRECTOR'S COMPENSATION**

[To be the market compensation needed to attract a qualified candidate to accept the position.]

## **SCHEDULE C**

### **SOLE MANAGER'S COMPENSATION**

[To be the market compensation needed to attract a qualified candidate to accept the position.]

## SCHEDULE D

### ACCOUNTING PROCEDURES FOR APACHE OFFICERS AND EMPLOYEES

#### I. DIRECT CHARGES

##### 1. LABOR

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 (“Chargeability of Incentive Compensation Programs”), for:

- (1) Apache’s field employees directly employed on-site in the conduct of plugging and abandonment and decommissioning activities with respect to the applicable Legacy Apache Property or the GOM Shelf Property, and
- (2) Apache’s employees providing First Level Supervision.

Charges for Apache’s employees identified in Section I.1.A may be made based on the employee’s actual salaries and wages, or in lieu thereof, a day rate representing Apache’s average salaries and wages of the employee’s specific job category.

Charges for personnel chargeable under this Section I.1.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section I.1.

B. Apache’s cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable under Section I.1.A, excluding severance payments or other termination allowances. Such costs under this I.1.B may be charged on a “when and as-paid basis” or by “percentage assessment” on the amount of salaries and wages chargeable under Section I.1.A. If percentage assessment is used, the rate shall be based on Apache’s cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable under Sections I.1.A and B.

D. Personal expenses of personnel whose salaries and wages are chargeable under Section I.1.A when the expenses are incurred in connection with directly chargeable activities.

E. Apache’s cost of established plans for employee benefits, as described in COPAS MFI-27 (“Employee Benefits Chargeable to Joint Operations and Subject to Percentage Limitation”), applicable to Apache’s labor costs chargeable under Sections I.1.A and B based on Apache’s actual cost not to exceed 40%.

F. Award payments to employees, in accordance with COPAS MFI-49 (“Awards to Employees and Contractors”) for personnel whose salaries and wages are chargeable under Section I.1.A.

## II. OVERHEAD

As compensation for costs not specifically identified as chargeable pursuant to Section I (Direct Charges), Apache shall be reimbursed in accordance with this Section II.

Functions included in the overhead rates regardless of whether performed by Apache, Apache’s Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- design and drafting
- inventory costs
- procurement
- administration
- accounting and auditing
- human resources
- management
- supervision not directly charged under Section I.1 (Labor)
- in-house legal services
- taxation
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the applicable Legacy Apache Property or GOM Shelf Property, other than on-site inspections.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and personal expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

To compensate Apache for overhead costs incurred in connection with any particular plugging and abandonment or decommissioning project conducted on any applicable Legacy Apache Property or GOM Shelf Property, the following overhead rates shall be applied to those costs incurred in the performance of such plugging, abandonment, and decommissioning activities:

- (1) 5% of total costs if such costs are less than \$100,000; plus
- (2) 3% of total costs in excess of \$100,000 but less or equal to \$1,000,000; plus
- (3) 2% of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project

**Exhibit 7**

**ST 308 Bond Form**



## PERFORMANCE BOND

Bond Number: \_\_\_\_\_

### KNOW ALL MEN BY THESE PRESENTS:

That we, [Fieldwood Energy II LLC, a Texas limited liability company] with its principal office at [\_\_\_\_\_] (hereinafter called the “**Principal**”) and [\_\_\_\_\_] with its principal mailing address at [\_\_\_\_\_] (hereinafter called the “**Surety**”) are held and firmly bound unto Apache Corporation, with its principal office at 2000 Post Oak Blvd., Suite 100, Houston, TX 77056 (hereinafter called the “**Obligee**”), in the penal sum of Thirteen Million Two Hundred Thousand and 00/100 Dollars (\$13,200,000.00) (the “**Amount**”) lawful money of the United States of America for the payment of which penal sum the Principal and the Surety bind themselves, their successors and assigns, jointly, severally, and in solido, firmly by these presents.

**WHEREAS**, pursuant to the terms of that certain [\_\_\_\_\_] dated effective \_\_\_\_\_ by and between Fieldwood Energy LLC (“**Fieldwood**”) and Principal (the “**Purchase Agreement**”), Principal acquired from Fieldwood certain interests in the lease described on Exhibit “A” attached hereto and in the wells, facilities, platforms, structures, pipelines, and associated equipment located thereon (such interests so acquired collectively, the “**Property**”); and

**WHEREAS**, in accordance with the terms of the Purchase Agreement and the documents executed in connection therewith, Principal (i) assumed the obligations attributable to the Property to perform and complete the plugging, abandonment, decommissioning, and site clearance for the Properties in compliance with all applicable law, rules, and regulations (the “**P&A Obligations**”) (for the avoidance of doubt, the P&A Obligations do not include any obligations of, or any obligations attributable to the interests of, Apache Shelf Exploration LLC or any other current co-owner or their successors or assigns in the Property other than Principal), including but not limited to, the rules and regulations of the Bureau of Ocean Energy Management (“**BOEM**”), the Bureau of Safety and Environmental Enforcement (“**BSEE**”), and their respective successor agencies and (ii) agreed to deliver to Obligee this Performance Bond to secure the performance of the P&A Obligations;

**NOW THEREFORE**, notwithstanding anything contained herein to the contrary, if the P&A Obligations are satisfied (as evidenced by providing to Obligee evidence reasonably acceptable to Obligee reflecting that the P&A Obligations have been fully performed, satisfied, and extinguished, together with an affidavit signed by an officer of Principal attesting to such performance), then this Bond and the obligations hereunder shall be null and void; otherwise, this Bond shall remain in full force and effect in the amount hereof; provided that if Principal performs or causes to be performed operations and activities to satisfy any part of the P&A Obligations, then following BSEE’s approval of the performance of such operations or activities, the Amount will be automatically reduced to an amount equal to the lesser of (i) the Amount or (ii) one hundred twenty-five percent (125%) of BSEE’s then current decommissioning cost estimate for the remaining P&A Obligations.

**FURTHERMORE**, if as to any Property, a Principal Default, as defined below, occurs and is not cured and Obligee is required by BOEM, BSEE, or any governmental authority, to perform any of the P&A Obligations (or a demand is made upon Obligee by a co-obligor of Principal to perform or contribute toward the costs of performing any of the P&A Obligations following such Principal Default and

Obligee is required by law or contract to so perform or contribute), then prior to any performance by Obligor of any such P&A Obligations (or payment of Obligor to such co-obligor of a share of the estimated costs of performing such P&A Obligations if such demand for such payment is made on Obligor), Surety agrees to pay to Obligor an amount reasonably estimated by Obligor as necessary or appropriate to perform such P&A Obligations (or to pay its share of the estimated costs of such P&A Obligations if such demand is made by such co-obligor following such failure) in an amount up to, but not exceeding, the Amount. The Amount shall be automatically reduced by any and all amounts paid by Surety to Obligor.

**FURTHERMORE**, it is agreed that the Surety shall have no obligation to the Principal, the Obligor, or any other person or entity for any loss suffered by the Principal, the Obligor, or any other person or entity by reason of acts or omissions for which Obligor receives payment from the Principal's general liability insurance, products liability insurance, or completed operations insurance. In no event shall the Surety be obligated to incur Surety Costs and/or pay, in the aggregate, for all claims hereunder, an amount exceeding the Amount.

It is further agreed that the Surety shall not be liable for any hold harmless and/or indemnification agreements entered into by the Principal in relation to personal injury or property damage or any other loss sustained by third parties in any way connected to or arising out of the work and/or operations of any party in forming the P&A Obligations.

If Principal fails to perform any of the P&A Obligations in accordance with the terms of the Purchase Agreement and/or any applicable laws, rules, regulations, or governmental orders (or to pay its share of the estimated costs for the P&A Obligations if demand is made by the Principal's co-obligor which share is otherwise payable by Obligor upon Principal's failure to pay) then Principal shall have thirty (30) days following receipt of notice of default from Obligor in which to fully cure or remedy such default, provided that the Surety shall have the option to either cure or remedy such default within such thirty (30) day period by hiring a contractor (subject to Obligor's prior, reasonable written approval) to perform such P&A Obligations in accordance with the terms and conditions of the Purchase Agreement and all applicable laws, rules, regulations, or governmental orders (any such costs incurred by the Surety to so cure or remedy such default, the "***Surety Costs***") or by making payment to Obligor for such P&A Obligations in an amount reasonably estimated by Obligor as necessary or appropriate to perform such P&A Obligations (or to pay its share of the estimated costs for such P&A Obligations if demand is made by the Principal's co-obligor in connection with such co-obligor's performance of such P&A Obligations) in an amount up to, but not exceeding, the Amount. Obligor agrees to provide Surety with a copy of each such default notice. If the default covered by such default notice is not cured or remedied within such thirty (30) day period then upon the expiration of such thirty (30) day period such default shall constitute a "***Principal Default***" for purposes of this Bond.

No amendment of or supplement to the terms or provisions of the Purchase Agreement, the agreements and instruments entered into in association therewith, or the exhibits or schedules attached thereto shall release the Principal and the Surety or any of them from their liability under this Performance Bond, notice to the Surety of any such amendment or supplement being hereby waived.

No (i) assignment of the Purchase Agreement, the agreements and instruments entered into in association therewith, or of the Properties by the Principal, its successors and assigns, (ii) delay, neglect or failure of the Obligor to proceed promptly to enforce any rights it might have against Principal under the Purchase Agreement or otherwise or to proceed promptly in the premises in case of any default on the part of the Principal, (iii) lack of enforceability or other defense or offset right in respect of any

obligation of Principal or any right to Obligee under the Purchase Agreement or otherwise in respect of the P&A Obligations, or (iv) the insolvency, bankruptcy, or receivership of Principal, shall in any degree relieve the Principal and the Surety or any of them of their obligations under this Performance Bond; and Principal and Surety hereby waive any defense or argument they may in relation to their obligations under this Performance Bond in connection with any of the foregoing.

**HOWEVER**, if upon assignment of the Property or any part thereof by the Principal, its successors, or assigns, the Principal shall cause its assignee (i) to post security with Obligee, in a form and amount reasonably satisfactory to Obligee and otherwise containing terms and issued by the parties that are reasonably satisfactory to Obligee (including terms no less favorable in the aggregate to Obligee than those contained in this Performance Bond and from a surety or other party issuing the applicable security having a [S&P rating of A- or better or an A.M. Best rating of A- or better and, in either case, listed on the Federal Register as acceptable to the U.S. Treasury to issue bonds for U.S. government obligees (T-listed)]) and (ii) to assume (in a written instrument approved by Obligee) all P&A Obligations, then the Obligee will accept such security in lieu of this Bond and issue an unconditional release of the Bond within thirty (30) days of Obligee's acceptance of such other security.

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY**, in the event one or more dual obligee bonds in favor of Obligee and the United States of America acting through and by the Bureau of Ocean Energy Management ("**BOEM**") (i) are delivered to BOEM and Obligee, (ii) contain terms no less favorable in the aggregate to Obligee than those contained in this Performance Bond, (iii) are issued by a surety having a [S&P rating of A- or better or an A.M. Best rating of A- or better and, in either case, listed on the Federal Register as acceptable to the U.S. Treasury to issue bonds for U.S. government obligees (T-listed)]), (iv) cover all or part of the P&A Obligations, and (v) do not cover any other obligations (other than the P&A Obligations) such that the penal sum of such bond could be reduced as a result of the satisfaction or reduction of such other obligations, then the Amount of this Performance Bond shall automatically be reduced to the positive difference, if any, between the current Amount and the penal sum of such dual obligee bond(s).

No right or action shall accrue on this Performance Bond to or for the use of any person or corporation other than the Principal, the Obligee, and their respective heirs, executors, administrators, successors, and assigns.

This Performance Bond may not be amended, supplemented, or modified except pursuant to a written instrument duly executed by the Principal, Surety, and Obligee. No course of conduct, dealing, or performance shall amend, supplement, or modify this Performance Bond unless incorporated into a written instrument referenced in the preceding sentence.

This Bond shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws rules and principles. Principal, Surety, and Obligee agree that any dispute arising out of this Performance Bond shall be brought and heard exclusively in the state or federal courts sitting in Harris County, Texas, and all of them irrevocably consent to the jurisdiction of said courts and do hereby waive any objections they may have to the laying of venue in such courts, including objections based upon grounds that such venue is inconvenient.

The Obligee will issue a release of this Bond within a reasonable time period following the earlier to occur of (i) its receipt of satisfactory evidence of the full performance, satisfaction, and extinguishment of the P&A Obligations in accordance with all applicable laws, rules, regulations, and orders, (ii) the full performance by Surety of its obligations under this Bond and (iii) the incurrence of Surety Costs and/or the making of payments by the Surety under the Bond of an amount equal to the Amount, in each case,

no later than thirty (30) days after Obligee's receipt of evidence reasonably satisfactory to Obligee reflecting that the P&A Obligations have been fully performed, satisfied, and extinguished in accordance with all applicable laws, rules, regulations, and orders, which evidence shall include a report from the proper regulatory authority reflecting such performance, and an affidavit signed by an officer of the Principal attesting to such performance.

Notwithstanding anything herein to the contrary, Obligee will issue a release of this Bond within a reasonable time period following the reduction of the Amount to zero.

The Principal and the Surety agree that, notwithstanding any termination of any of the leases or rights of way that may comprise any part of the Properties, whether pursuant to their terms, by operation of law, or otherwise, this Performance Bond shall remain in full force and effect until the earlier of to occur of (i) all P&A Obligations having been truly and faithfully performed, satisfied, and extinguished, (ii) the full performance by Surety of its obligations under this Bond and (iii) Surety incurring Surety Costs and/or making payments under this Bond in an amount equal to the Amount.

Surety represents that it (i) is duly authorized by the proper public authorities to transact the business of indemnity and suretyship in the state where it executed this Performance Bond, and represents that it is qualified to be surety and guarantor on bonds and undertakings, which certificate has not been revoked; (ii) has duly executed a power of attorney, appointing the hereinafter named representative as its duly authorized deputy, as the true and lawful attorney-in-fact of such Surety, upon whom may be served all lawful process in any action or processing against such Surety in any court or before ay officer, arising out of or founded upon this Performance Bond or any liability hereunder; and (iii) does hereby agree and consent that such service, when so made, shall be valid service upon it, and that such appointment shall continue in force and effect and be irrevocable so long as any liability against it remains outstanding hereunder.

***[remainder of page blank; signature page follows]***

**IN WITNESS WHEREOF**, the above bound parties have executed this instrument under their several seals this [●] day of [●], 2021, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_

Principal

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Surety

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Apache Corporation**

Obligee

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit “A”**

Attached to and made a part of that certain Performance Bond No. \_\_\_\_\_ dated [●] [●], 2021, by [\_\_\_\_\_, as Principal, [\_\_\_\_\_, as Surety and Apache Corporation, as Oblige.

**THE PROPERTY**

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective June 1, 2000 by and between the United States of America as Lessor and Anadarko Petroleum Corporation as Lessee, bearing Serial No. OCS-G 21685 and covering all of Block 308, South Timbalier Area, South Additional, OCS Leasing Map, Louisiana Map No. 6A.

[Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective May 1, 2003 by and between the United States of America as Lessor and Magnum Hunter Production, Inc., as Lessee, bearing Serial No. OCS-G 24987 and covering all of Block 287, South Timbalier Area, South Additional, OCS Leasing Map, Louisiana Map No. 6A.]

[End of Exhibit “A”]

**Exhibit 8**

**Standby Loan Agreement**

STANDBY LOAN AGREEMENT

dated as of

\_\_\_\_\_, 2021

between

FIELDWOOD ENERGY I LLC,  
and  
GOM SHELF LLC

as Borrowers,

and

APACHE CORPORATION,

as Lender

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## STANDBY LOAN AGREEMENT

STANDBY LOAN AGREEMENT dated as of \_\_\_\_\_, 2021 (as it may be amended, supplemented or otherwise modified from time to time, this “Agreement”), among FIELDWOOD ENERGY I LLC, a Texas limited liability company (“Fieldwood”), GOM SHELF LLC, a Delaware limited liability company (“GOM”, together with Fieldwood, the “Borrowers”) and APACHE CORPORATION, a Delaware corporation, as Lender.

The parties hereto agree as follows:

### ARTICLE I

#### Definitions

Section 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the specified Person. For the avoidance of doubt, no Co-Borrower shall constitute an Affiliate of Lender nor shall Lender constitute an Affiliate of any Co-Borrower.

“Anti-Corruption Laws” means all state or federal laws, rules, and regulations of any jurisdiction applicable to the Borrowers from time to time concerning or relating to bribery or corruption.

“Apache Bond Rate” means the stated per annum rate of interest charged on the debt securities most recently issued under an indenture of Apache Corporation or successor thereto as of the date immediately preceding each Borrowing Request, and if two series of such debt securities are issued on the same day, the stated per annum rate of interest on the series with a tenor most comparable to the remaining tenor hereof.

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitment.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect, or any successor statute.

“BOC” means the Texas Business Organizations Code, as amended and in effect at the time of this Agreement.

“Borrower Guarantee” means each certain Guarantee, dated as of the date hereof, by each Co-Borrower of the other Borrower’s Secured Obligations for the benefit of the Lender, as each such Guarantee may be amended, restated, supplemented, or otherwise modified from time to time.

“Borrowing Request” means a request by any Co-Borrower for a Loan in accordance with Section 2.03.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in Houston, Texas are authorized or required by law to remain closed.

“Change in Control” means \_\_\_\_\_<sup>1</sup> shall cease to own, free and clear of all Liens or other encumbrances, 100% of the outstanding voting Equity Interests of Fieldwood and indirectly through Fieldwood, 100% of the outstanding voting Equity Interests of GOM Shelf, in each case, on a fully diluted basis.

“Change in Law” means the occurrence after the date of this Agreement of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty or (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority.

“Co-Borrower” means any one of the Borrowers.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” means any and all property owned by any Co-Borrower, whether now existing or hereafter acquired, that may at any time be, become or intended to be, subject to a security interest or Lien in favor of the Lender, on behalf of the Secured Parties, to secure the Secured Obligations.

“Collateral Documents” means, collectively, the Mortgages, the Security Agreement, the Deposit Account Control Agreement, and any other agreements, instruments, and documents executed and delivered by the Borrowers in connection with this Agreement that are intended to create, perfect or evidence Liens to secure the Secured Obligations, including, without limitation, all other security agreements, pledge agreements, mortgages, deeds of trust, pledges, collateral assignments, and financing statements, now or hereafter executed by the Borrowers and delivered to the Lender.

“Commitment” means the commitment of the Lender to make Loans hereunder in an aggregate principal amount at any time outstanding up to \$200,000,000, as such amount may be increased pursuant to Section 2.01(b).

“Compliance Certificate” has the meaning assigned to such term in Section 5.01(c).

“Confirmation Order” means the confirmation order entered in Chapter 11 Case 20-33948, In re: Fieldwood Energy LLC, *et al*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, which, if and to the extent such confirmation order directly affects the Lender in its capacity as such or pertains to any of the Loan Documents or other Apache Definitive Documents (as defined in that certain Apache Term Sheet Implementation Agreement, dated January 1, 2021, by and among Borrowers, Lender, Apache

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<sup>1</sup> To be completed in a manner mutually agreeable to all parties as a condition to Apache’s execution.

Shelf, Inc., and Apache Deep Water LLC), shall be in form and substance reasonably acceptable to the Lender.

“Consolidated EBITDA” means for the Borrowers, for any period, the sum of (a) Consolidated Net Income for such period, plus (b) without duplication and to the extent deducted in determining such Consolidated Net Income (i) interest expense for such period, plus (ii) income tax expense for such period, plus (iii) consolidated depreciation and amortization for such period.

“Consolidated Net Income” means, for any period, the consolidated net income (or loss) of Fieldwood and its consolidated subsidiaries for such period, as determined in accordance with GAAP.

“Contractor” means a Person which is a party in the capacity as prime contractor under the Decommissioning Contract with any Co-Borrower.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Decommissioning” has the meaning given to such term in the Decommissioning Agreement.

“Decommissioning Agreement” means that certain Decommissioning Agreement dated as of September 30, 2013 by and among Apache Corporation, a Delaware corporation, Apache Shelf, Inc., a Delaware corporation, and Apache Deepwater LLC, a Delaware limited liability company, Apache Shelf Exploration LLC, a Delaware limited liability company, Fieldwood Energy LLC, a Delaware limited liability company, and GOM Shelf LLC, a Delaware limited liability company, as amended by (i) that certain First Amendment to Decommissioning Agreement dated as of September 30, 2013, (ii) that certain Second Amendment to Decommissioning Agreement dated as of September 30, 2013, (iii) that certain Third Amendment to Decommissioning Agreement dated effective as of April 25, 2017, (iv) that certain Fourth Amendment to Decommissioning Agreement dated effective as of September 1, 2017 (as such Fourth Amendment to Decommissioning Agreement was amended by that certain Letter Agreement by and among the Parties dated January 3, 2018), and (v) that certain Fifth Amendment to Decommissioning Agreement dated effective as of April 11, 2018.

“Decommissioning Contract” means each services contract in effect from time to time by and between either or both of the Co-Borrower and any Contractor for all or any portion of the Decommissioning remaining to be conducted on or after the Effective Date.

“Decommissioning Plan” has the meaning assigned to such term in Section 4.01(k).

“Debtor” means Fieldwood Energy LLC.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Divisive Merger Documents” means the certificate of division, the plan of division, the certificate of merger and all other documents filed with respect to the Borrowers with the Texas Secretary of State related to the creation of Fieldwood Energy I LLC and Fieldwood Energy II LLC.

“Document” has the meaning assigned to such term in the UCC.

“dollars” or “\$” refers to lawful money of the U.S.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 8.02), which shall also be the date on which the plan of reorganization confirmed by the Confirmation Order becomes effective.

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or to health and safety matters.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Co-Borrower, directly or indirectly, resulting from or based upon (a) any violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equipment” has the meaning assigned to such term in the Security Agreement.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Co-Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“Event of Default” has the meaning assigned to such term in Article VII.



“Excess Cash Flow” means for any fiscal quarter of the Borrowers, the sum, without duplication, of (a) Consolidated EBITDA for such period, minus (b) voluntary payments on Indebtedness made by any Co-Borrower minus (c) interest expense paid in cash by any Co-Borrower during such period, minus (d) the amount of taxes paid in cash by any Co-Borrower for such period, minus (e) the aggregate amount of interest payments and operating expenditures estimated for the following three (3) month period, minus (f) the amount of working capital needed by the Borrowers for the following three (3) months for performance of Borrowers’ obligations under the Decommissioning Agreement, and (g) minus, during 2021 and 2022 only, the amount (up to an aggregate amount of \$80,000,000 during each such year) actually spent by Borrowers on Decommissioning of the Applicable Properties (as defined in the Decommissioning Agreement) during each of calendar year 2021 and calendar year 2022.

“Financial Statements” has the meaning assigned to such term in Section 5.01.

“Funding Account” has the meaning assigned to such term in Section 4.01(g).

“GAAP” means generally accepted accounting principles in the U.S in effect from time to time; *provided*, that, notwithstanding any term or provision contained in this Agreement or any other Loan Document, GAAP will be deemed for all purposes hereof to treat leases that would have not been considered to be Indebtedness in accordance with GAAP as in effect on December 31, 2017 (whether such leases were in effect on such date or are entered into thereafter), in a manner consistent with the treatment of such leases under GAAP as in effect on December 31, 2017, notwithstanding any modification or interpretative changes thereto or implementations of any such modifications or interpretative changes that may have occurred thereafter.

“GOM Shelf Properties” has the meaning given to such term in the Limited Liability Company Agreement of Fieldwood.

“Governmental Authority” means the government of the U.S., any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“Hazardous Materials” means: (a) any substance, material, or waste that is included within the definitions of “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “toxic materials,” “toxic waste,” or words of similar import in any Environmental Law; (b) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and (c) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed (to the extent of the value of the property of such Person securing such Indebtedness), (g) all Guarantees by such Person of Indebtedness of others, (h) all capital lease obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances and (k) obligations under any liquidated earn-out.

“Indemnatee” has the meaning assigned to such term in Section 8.03(b).

“Inventory” has the meaning assigned to such term in the UCC.

“JDA” means that certain Joint Development Agreement dated as of the Effective Date by and among the Borrowers and Fieldwood Energy II LLC.

“JOA” means each and every Joint Operating Agreement in effect from time to time by and among the Borrowers, Fieldwood Energy II LLC and third parties, if any.

“Leases” has the meaning given to such term in the Decommissioning Agreement.

“LC Drawing Amount” has the meaning given to such term in the Decommissioning Agreement.

“Legacy Apache Properties” has the meaning given to such term in the Limited Liability Company Agreement of Fieldwood.

“Lender” means Apache Corporation, its successors and permitted assigns.

“Letters of Credit” has the meaning given to such term in the Decommissioning Agreement and includes all letters of credit outstanding from time to time pursuant to the Decommissioning Agreement.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Limited Liability Company Agreement of Fieldwood” or “Fieldwood’s Limited Liability Company Agreement” means that certain Limited Liability Company Agreement of Fieldwood dated as of the date hereof, as may be amended, supplemented, or otherwise modified from time to time with the prior written approval of Lender.

“Loan Documents” means, collectively, this Agreement, the promissory note issued pursuant to this Agreement, each Collateral Document, each Borrower Guarantee, and each other agreement, instrument, document and certificate identified in Section 4.01 executed and delivered by the Borrowers to, or in favor of, the Lender and including each other pledge, power of attorney, consent, assignment, contract, notice, and each other agreement, now or hereafter executed by or on behalf of the Borrowers and delivered to the Lender in connection with this Agreement. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loans” means any loan made pursuant to Section 2.01.

“Manager” has the meaning given to such term in Fieldwood’s Limited Liability Company Agreement.

“Master Facilities Agreement” means the Master Facilities Use, Access, Production Handling and Transportation Agreement dated as of September 30, 2013 by and among Lender, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC and GOM.

“Material Adverse Effect” means a circumstance or condition that could, individually or in the aggregate, materially adversely affect the business, assets, operations, properties, or condition (financial or otherwise) of the Borrowers and their subsidiaries, taken as a whole.

“Material Contract” means each of (i) the Decommissioning Agreement, (ii) the Decommissioning Contract, (iii) the JOA, (iv) the JDA, (v) the Turnkey Removal Contract, (vi) the Trust A Trust Agreement, (vii) the Trust A NPI Conveyance, (viii) the Trust A-1 NPI Conveyance (ix) the Letters of Credit, (x) the Permitted Surety Bonds, (xi) the Recharacterization Mortgages, (xii) the PSA, (xiii) the Master Facilities Agreement and (xiv) other Transaction Documents, in each case, as in effect from time to time.

“Maturity Date” means the earliest to occur of (a) termination of the Decommissioning Agreement, (b) expiration of the period comprised of the fifth (5<sup>th</sup>) anniversary of the Effective Date (the “Initial Period”) and automatic successive 12-month periods thereafter until the tenth (10<sup>th</sup>) anniversary of the Effective Date, each expiring on the next anniversary of the Effective Date (each an “Annual Period”), unless no later than 60 days before expiration of the Initial Period or the then Annual Period, as applicable, Lender has delivered written notice to Borrowers that the Maturity Date will occur upon expiration of the Initial Period or the then Annual Period, respectively (if the same is a Business Day, or if not then the immediately next succeeding Business Day), and (c) any date on which the Commitment is reduced to zero or otherwise terminated pursuant to the terms of Article VII.

“Maximum Rate” means the maximum rate of nonusurious interest permitted from day to day by applicable law, including Chapter 303 of the Texas Finance Code (the “Finance Code”) (and as the same may be incorporated by reference in other Texas statutes). To the extent that Chapter 303 of the Finance Code is relevant to Lender for the purposes of determining the Maximum Rate, the Lender may elect to determine such applicable legal rate pursuant to the “weekly ceiling,” from time to time in effect, as referred to and defined in Chapter 303 of the Code; subject, however, to the limitations on such applicable ceiling referred to and defined in the Finance Code, and further subject to any right the Lender may have subsequently, under applicable law, to change the method of determining the Maximum Rate.

“Mortgages” means, collectively, the mortgages or deed of trust executed by the Borrowers to the Lender providing a Lien on all Real Property owned or leased by such Borrowers.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Note” means the promissory note executed by the Borrowers payable to the Lender, in substantially the form of Exhibit A attached hereto, as same may be amended, extended or modified and all promissory notes executed in renewal, extension, modification or substitution thereof.

“Permitted Liens” means, with respect to any Person, (a) pledges or deposits by such Person under workmen’s compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure plugging and abandonment obligations or public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case incurred in the ordinary course of business; (b) Liens imposed by law, such as landlords’, carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s, construction or other like Liens securing obligations that are not overdue by more than 30 days or that are being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review; (c) Liens for taxes, assessments or other governmental charges not yet due or payable or that are being contested in good faith by appropriate

proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books; (d) Liens pursuant to partnership agreements, oil, gas and/or mineral leases, farm-out agreements, division orders, contracts for the sale, delivery, purchase, exchange, or processing of oil, gas and/or other hydrocarbons, unitization and pooling declarations and agreements, operating agreements, development agreements, area of mutual interest agreements, forward sales of oil, natural gas and natural gas liquids, and other agreements which are customary in the oil, gas and other mineral exploration, development and production business and in the business of processing of gas and gas condensate production for the extraction of products therefrom; (e) any easements, rights of way, restrictions, defects or other exceptions to title and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount, are not incurred to secure Indebtedness, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the businesses of the Borrowers; (f) Liens existing by operation of law that cannot be abrogated by contract for rights of setoff in a depository relationship with banks and non-negotiable contractual rights of setoff in customary documentation establishing a depository account with a bank, in each case, not granted in connection with the issuance of Indebtedness, and bankers Liens and rights and remedies as to deposit accounts and (g) Liens created under the Recharacterization Mortgages.

“Permitted Surety Bonds” has the meaning given to such term in the Decommissioning Agreement.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Co-Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Projections” has the meaning assigned to such term in Section 3.09.

“PSA” has the meaning given to such term in the Decommissioning Agreement.

“Real Property” means all real property that was, is now, or may hereafter be owned, occupied, or otherwise controlled by any Co-Borrower pursuant to any contract of sale, lease or other conveyance of any legal interest in any real property to any Co-Borrower.

“Recharacterization Mortgages” has the meaning given to such term in the Decommissioning Agreement.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and such Person’s Affiliates.



“Related Party Agreement” means any agreement, arrangement, or understanding between or among any Co-Borrower or any of its Affiliates, on the one hand, and the independent director of Fieldwood, the sole manager of Fieldwood or any member or officer of any Co-Borrower or any of its Affiliates, or any Affiliate of the independent director of Fieldwood, the sole manager of Fieldwood or any member or officer of a Co-Borrower or any of its Affiliates, on the other.

“Release” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing, or dumping of any Hazardous Materials into the environment.

“Remaining Decommissioning” has the meaning given to such term in the Decommissioning Agreement.

“Requirement of Law” means, with respect to any Person, any statute, law (including common law), treaty, rule, regulation, code, ordinance, order, decree, writ, judgment, injunction or determination of any arbitrator or court or other Governmental Authority (including Environmental Laws), in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests, or any payment (whether in cash, securities or other property) including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests or any option, warrant or other right to acquire any such Equity Interests.

“Restructuring Support Agreement” means the Restructuring Support Agreement, dated as of August 4, 2020, by and among (a) Fieldwood Energy LLC, a Delaware limited liability company, and including the Fieldwood PSA Parties (as defined therein); (b) the Consenting FLTL Lenders (as defined therein); (c) the Consenting SLTL Lenders (as defined therein); and (d) Lender.

“Sanctioned Country” means, at any time, a country or territory which is the subject or target of any Sanctions.

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

“Secured Obligations” means (a) all unpaid principal of and accrued and unpaid interest on the Loans, (b) all accrued and unpaid fees and all expenses, reimbursements, indemnities and

other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (c) all costs and expenses, including all attorneys' fees and legal expenses, incurred by Lender to preserve and maintain the Collateral, collect the obligations described herein or described in the other Loan Documents, and enforce this Agreement, the Security Agreement, the Mortgage or any rights under any other Loan Documents, (d) the obligation to reimburse any amount that Lender (in its sole and absolute discretion) elects to pay or advance on behalf of any Co-Borrower following the occurrence of an Event of Default, (e) obligations and liabilities of the Borrowers to the Lender, any Secured Party or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, in all cases arising or incurred under this Agreement, under any of the other Loan Documents, under the Decommissioning Agreement or in respect of any of the Loans made or any reimbursement or other obligations incurred under any of the foregoing, (f) all amounts owed under any extension, renewal, or modification of any of the foregoing and (g) any of the foregoing that arises after the filing of a petition by or against any Co-Borrower under the Bankruptcy Code, even if the obligations due do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise; in each case with respect to clauses (a) through (e) above, whether or not (i) such Secured Obligations arise or accrue before or after the filing by or against any Co-Borrower of a petition under the Bankruptcy Code, or any similar filing by or against any Co-Borrower under the laws of any jurisdiction, or any bankruptcy, insolvency, receivership or other similar proceeding, (ii) such Secured Obligations are allowable under Section 502(b)(2) of the Bankruptcy Code or under any other insolvency proceedings, (iii) the right of payment in respect of such Secured Obligations is reduced to judgment, or (iv) such Secured Obligations are liquidated, unliquidated, similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several, matured, disputed, undisputed, legal, equitable, secured, or unsecured.

"Secured Parties" means (a) the Lender, (b) Apache Shelf, Inc., Apache Deepwater LLC and Apache Shelf Exploration LLC, and (c) the successors and assigns of each of the foregoing.

"Security Agreement" means that certain Security Agreement (including any and all supplements thereto), dated as of the date hereof, among the Borrowers and the Lender, for the benefit of the Secured Parties, and any other pledge or security agreement entered into, after the date of this Agreement by any Co-Borrower (as required by this Agreement or any other Loan Document) or any other Person for the benefit of the Lender, on behalf of the Secured Parties, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Service Provider" means, collectively, any service provider hired by the sole manager of Fieldwood pursuant to Section 7.04 of the Limited Liability Company Agreement of Fieldwood to perform all operations and plugging and abandonment and decommissioning activities with respect to the Borrowers' properties or assets.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the

ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Suspension Period” has the meaning given to such term in the Decommissioning Agreement.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, or other charges in the nature of a tax imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Texas Divided LLC” means any Texas LLC which has been formed upon consummation of a Texas LLC Division.

“Texas LLC” means any limited liability company organized or formed under the laws of the State of Texas.

“Texas LLC Division” means the statutory division of any Texas LLC into two or more Texas LLC’s pursuant to the BOC.

“Transaction Documents” has the meaning given to such term in the Decommissioning Agreement.

“Transactions” means the execution, delivery and performance by the Borrowers of this Agreement and the other Loan Documents, the borrowing of Loans and the use of the proceeds thereof.

“Trust A” has the meaning given to such term in the Decommissioning Agreement.

“Trust A Account” has the meaning given to such term in the Decommissioning Agreement.

“Trust A Funding Default” means the Funding Default (as defined in the Decommissioning Agreement) in respect of January 2021 in the amount of [\$50 million].

“Trust A Funding Default Loan” means a Loan in an amount up to and sufficient to cure the Trust A Funding Default.

“Trust A NPI Conveyance” has the meaning given to such term in the Decommissioning Agreement.

“Trust A-1 NPI Conveyance” has the meaning given to such term in the Decommissioning Agreement.

“Trust A Trust Agreement” has the meaning given to such term in the Decommissioning Agreement.

“Turnkey Removal Contract” has the meaning given to such term in the Decommissioning Agreement.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Texas or in any other state, the laws of which are required to be applied in connection with the issue of perfection of security interests.

“U.S.” means the United States of America.

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply) and all judgments, orders and decrees of all Governmental Authorities. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignments set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) any reference in any definition to the phrase “at any time” or “for any period” shall refer to the same time or period for all calculations or determinations within such definition, and (g) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 1.03 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP; provided that, if after the date hereof there occurs any change in GAAP or in the application thereof on the operation of any provision hereof and the Borrowers notify the Lender that the Borrowers request an amendment to any provision hereof to eliminate the effect of such change in GAAP or in the application thereof (or if the Lender notifies the Borrowers that the Lender requests an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or

such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (a) without giving effect to any election under Financial Accounting Standards Board Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrowers at “fair value”, as defined therein and (b) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Financial Accounting Standards Board Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

## ARTICLE II

### The Advances

#### Section 2.01 Loans; Commitment Increase.

(a) Subject to the terms and conditions set forth herein, the Lender agrees to make one or more revolving loans to the Borrowers from time to time during the Availability Period in an aggregate principal amount at any time outstanding up to but not exceeding the Commitment. The Lender shall have no obligation to make any Loan if a Default or Event of Default has occurred and is continuing. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow hereunder.

(b) At any time prior to the Maturity Date, the Borrowers, acting jointly, may request an increase in the Commitment (the “Commitment Increase”); provided that the Commitment Increase shall be subject to Lender’s approval and satisfaction of each of the following conditions, all in Lender’s sole discretion: (i) the Commitment Increase shall not cause the Commitment to exceed \$400,000,000, (ii) at the time of such request and on the effective date of the Commitment Increase, both before and after giving effect thereto, no Default or Event of Default shall exist, (iii) the Borrowers shall deliver to Lender a joint written request for the Commitment Increase at least ten (10) Business Days prior to the desired effective date thereof, and (iv) together with such request, Borrowers shall deliver (A) a certificate of the Manager of each Co-Borrower stating that (1) the representations and warranties of such Co-Borrower contained in the Loan Documents are true and correct as though made on and as of the effective date of such Commitment Increase (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date, and (2) on the effective date of the Commitment Increase and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing, and (B) resolutions of each Co-Borrower authorizing the Commitment Increase, in form and substance reasonably satisfactory to Lender. Upon Lender’s approval of the Commitment Increase in its sole discretion, satisfaction of each of the foregoing conditions in Lender’s sole discretion, and delivery to Lender of a duly executed amended and restated Revolving Note in the amount of the Commitment (upon giving effect to the Commitment Increase), the Commitment Increase shall become effective.



Section 2.02 The Note. The obligation of the Borrowers to repay the Loans shall be evidenced by the Note executed by the Borrowers, payable to the Lender, in the principal amount of the Commitment.

Section 2.03 Borrowing Procedures; Requests for Borrowings. To request a Loan, any Co-Borrower shall notify the Lender of such request in writing (delivered by hand, fax or e-mail) in the form attached hereto as Exhibit B and signed by such Co-Borrower not later than 10:00 a.m., Houston time, five (5) Business Days before the date of the proposed Loan. Each such Borrowing Request shall be irrevocable. Each such written Borrowing Request shall specify the following information:

- (a) the aggregate amount of the requested Loan, which amount shall be consistent with the applicable Borrowing Package;
- (b) the date of such Loan, which shall be a Business Day; and
- (c) the aggregate principal amount of all Loans then outstanding.

Section 2.04 Funding of Borrowings. The Lender shall make each Loan to be made by it hereunder on the proposed date thereof available to the requesting Co-Borrower by wire transfer to the Funding Account.

Section 2.05 Repayment of Loans.

- (a) Borrowers, jointly and severally, hereby unconditionally promises to pay the Lender the then unpaid principal amount of each Loan on the Maturity Date.
- (b) Repayments of Loans shall be accompanied by accrued interest on the amounts repaid.

Section 2.06 Prepayment of Loans.

- (a) The Borrowers shall have the right at any time and from time to time to prepay any Loan in whole or in part, without penalty or premium.
- (b) Within five (5) Business Days after the quarterly financial statements have been delivered pursuant to Section 5.01(b), the Borrowers shall prepay the Loans in an amount equal to 100% of Excess Cash Flow for the immediately preceding fiscal quarter. Each Excess Cash Flow payment shall be accompanied by a certificate signed by the Manager certifying the manner in which Excess Cash Flow and the resulting prepayment were calculated, which certificate shall be in form and substance reasonably satisfactory to Lender.

Section 2.07 Interest.

- (a) Each Loan shall bear interest at a rate per annum equal to the applicable Apache Bond Rate plus 4%. Following receipt of any Borrowing Request, Lender shall promptly notify Borrowers of the Apache Bond Rate that will be applicable to the requested Loan.

(b) Notwithstanding the foregoing, during the occurrence and continuance of an Event of Default, the Lender may, at its option, by notice to the Borrowers, declare that all Loans shall bear interest at a rate per annum equal to 2% plus the rate otherwise applicable to such Loans as provided in the preceding paragraph of this Section.

(c) All accrued unpaid interest on each Loan shall be payable semiannually on January 31st and July 31st of each year during the term of this Agreement (unless such date is not a Business Day in which the payment is due on the next succeeding Business Day) and on the Maturity Date, with the first installment of interest due and payable on the first such date following the making of the initial Loan hereunder until the principal amount of each such Loan is paid in full. Notwithstanding the foregoing, interest accrued pursuant to paragraph (b) of this Section shall be payable on demand and in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(d) All interest hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

#### Section 2.08 Payments Generally; Allocation of Proceeds.

(a) Each Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees, or otherwise) prior to 5:00 p.m., Houston time, on the date when due, in immediately available funds, without set-off or counterclaim, and each Borrower shall be jointly and severally liable for all such payment obligations. Any amounts received after such time on any date may, in the discretion of the Lender, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Lender to such account as the Lender shall from time to time specify in a notice to the Borrowers. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Any proceeds of Collateral received by the Lender after an Event of Default has occurred and is continuing and if the Lender so elects, such funds shall be applied ratably first, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Lender, in its capacity as such, from the Borrowers, second, to pay interest then due and payable on the Loans ratably, third, to prepay principal on the Loans, and fourth, to the payment of any other Secured Obligation due to the Secured Parties from the Borrowers, and finally, to the Borrowers or otherwise as required by law or court order. The Lender shall have the continuing and exclusive right to apply and reverse and reapply any and all proceeds and payments received pursuant to the first sentence of this clause (b) to any portion of the Secured Obligations.

Section 2.09 Indemnity for Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Secured Obligations (including a payment effected through exercise of a right of setoff), the Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of

proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason (including pursuant to any settlement entered into by the Lender in its discretion), then the Secured Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Lender. The provisions of this Section 2.09 shall be and remain effective notwithstanding any contrary action which may have been taken by the Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.09 shall survive the termination of this Agreement.

### ARTICLE III

#### Representations and Warranties

To induce Lender to enter into this Agreement, each Co-Borrower represents and warrants to the Lender that:

Section 3.01 Organization; Powers. Each Co-Borrower (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its business as now conducted and is qualified to do business in, and (iii) is in good standing in every jurisdiction where such qualification is required.

Section 3.02 Authorization; Enforceability. The Transactions are within each Co-Borrower's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders. Each Loan Document to which such Co-Borrower is a party has been duly executed and delivered by such Co-Borrower and constitutes a legal, valid and binding obligation of such Co-Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate such Co-Borrower's organizational documents or any Requirement of Law applicable to such Co-Borrower, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon a Co-Borrower or the assets of such Co-Borrower, or give rise to a right thereunder to require any payment to be made by such Co-Borrower, and (d) will not result in the creation or imposition of any Lien on any asset of such Co-Borrower, except Liens created pursuant to the Loan Documents.

#### Section 3.04 Properties.

(a) As of the date of this Agreement, Schedule 3.04(a) sets forth the address of each parcel of Real Property that is owned or leased by any Co-Borrower. Each of the leases and

subleases listed on Schedule 3.04(a) is valid and enforceable in accordance with its terms and is in full force and effect, and no default by any party to any such lease or sublease exists. Each Co-Borrower has good and indefeasible title to, or valid leasehold interests in, all of its real and personal property.

(b) Each Co-Borrower owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property necessary to its business as currently conducted, a correct and complete list of which, as of the date of this Agreement, is set forth on Schedule 3.04(b), and the use thereof by such Co-Borrower does not infringe in any material respect upon the rights of any other Person, and each Co-Borrower's rights thereto are not subject to any licensing agreement or similar arrangement.

#### Section 3.05 Litigation and Environmental Matters.

(a) Except as disclosed to the Lender in writing, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or to the knowledge of any Co-Borrower, threatened against or affecting such Co-Borrower or that involve any Loan Document or the Transactions.

(b) Except as disclosed to the Lender in writing, no Co-Borrower (1) has received notice of any claim with respect to any Environmental Liability or knows of any basis for any Environmental Liability, and (2) no Co-Borrower (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law or (ii) has become subject to any Environmental Liability, except, in the case of each of (1) and (2)(i) and (ii), as would not reasonably be expected to have a Material Adverse Effect.

Section 3.06 Compliance with Laws and Agreements; No Default. Except as disclosed to the Lender in writing, each Co-Borrower is in compliance in all material respects with all Requirements of Law applicable to it or its property, except for Decommissioning obligations for which Lender has received notice of such Co-Borrower's non-compliance from the applicable Governmental Authority. No Default has occurred and is continuing.

Section 3.07 Taxes. Each Co-Borrower has timely filed or caused to be filed all income and other material Tax returns and reports required to have been filed and has paid or caused to be paid all income and other material Taxes required to have been paid by it, except Taxes that are not yet delinquent or that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside by such Co-Borrower on its books. No Tax liens have been filed on the assets of any Co-Borrower, and no claims are being asserted in writing by any Governmental Authority with respect to any unpaid Taxes of such Co-Borrower (other than those being contested in good faith by appropriate proceedings).

Section 3.08 ERISA. No Co-Borrower nor any ERISA Affiliate maintains or contributes to, or has any obligation under, any Plan.

Section 3.09 Disclosure. The reports, financial statements, certificates and other information (other than forward-looking information (the “Projections”) or information of a general economic or industry specific nature) furnished in writing by or on behalf of the Borrowers to the Lender in connection with the negotiation of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished), taken as a whole, do not contain any material misstatement of fact or omit to state any material fact necessary to make the statements therein, taken as a whole, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to Projections, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered.

Section 3.10 Material Contracts. No Co-Borrower is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Material Contract (excluding any default resulting from such Co-Borrower’s failure to comply with the reimbursement obligations in Section 2.7 of the Decommissioning Agreement). Except as disclosed on Schedule 3.10, no Co-Borrower is obligated by more than (i) \$100,000 under any individual contract, commitment, or other liability or obligation or (ii) \$500,000 in the aggregate under all such contracts, commitments, liabilities, or obligations, and in the case of (i) and (ii), excluding Material Contracts, this Agreement, and any other contract to which Co-Borrower is a party or by which it or its properties are bound and which was entered into in the ordinary course of business, is not material to Co-Borrower, and will not adversely affect its ability to perform its obligations under the Loan Documents.

Section 3.11 Insurance. Schedule 3.11 sets forth a description of all insurance maintained by or on behalf of the Borrowers as of the Effective Date. As of the Effective Date, all premiums in respect of such insurance have been paid. Each Co-Borrower believes that the insurance maintained by it is adequate and is customary for companies engaged in the same or similar businesses operating in the same or similar locations.

Section 3.12 Security Interest in Collateral. The provisions of this Agreement and the other Loan Documents create legal and valid Liens on all the Collateral in favor of the Lender and such Liens constitute (or will constitute upon completion of the filings and other actions required pursuant to the Loan Documents) perfected and continuing Liens on the Collateral to the extent required to be perfected pursuant to the Loan Documents, securing the Secured Obligations, (a) enforceable against the Borrowers and all third parties in accordance with the terms hereof and thereof, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, and (b) having priority over all other Liens (other than Permitted Liens) on the Collateral.

Section 3.13 Use of Proceeds. The proceeds of the Loans have been used and will be used, whether directly or indirectly as set forth in Section 5.08.

Section 3.14 Anti-Corruption Laws and Sanctions. Each Co-Borrower is in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. No Borrowing, use of proceeds, Transaction or other transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.



Section 3.15 Affiliate Transactions. Other than any transaction permitted pursuant to Section 6.09, there are no existing or proposed agreements, arrangements, understandings or transactions between or among any Co-Borrower and any Affiliates of a Co-Borrower, or between or among any Affiliate of a Co-Borrower or any subsidiary of any Co-Borrower.

Section 3.16 Solvency. The fair market value of each Co-Borrower's assets exceeds, and after giving effect to each Loan will exceed, such Co-Borrower's total liabilities (including subordinated, liquidated, unliquidated, disputed, and contingent liabilities and commitments excepting only asset retirement obligations). The fair saleable value of each Co-Borrower's property exceeds, and after giving effect to each Loan will exceed, the amount required to pay its debts and other liabilities (including subordinated, liquidated, unliquidated, disputed, and contingent liabilities and commitments excepting only asset retirement obligations) as such debts and other liabilities mature. Each Co-Borrower is, and after giving effect to each Loan will be, able to pay its debts and liabilities (including subordinated, liquidated, unliquidated, disputed, and contingent liabilities and commitments excepting only asset retirement obligations) as such debts and other liabilities mature. Each Co-Borrower's assets do not, after giving effect to each Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted, excluding only asset retirement obligations from such determination. For purposes of this Section, each reference to asset retirement obligations mean those which would be reflected on a balance sheet conforming with the requirements of Section 5.01 hereof.

## ARTICLE IV

### Conditions

Section 4.01 Effective Date. The obligations of the Lender to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 8.02) and, subject thereto, shall become effective simultaneously with confirmation of the plan of reorganization pursuant to the Confirmation Order:

(a) Credit Agreement and Loan Documents. The Lender (or its counsel) shall have received (i) a counterpart of this Agreement signed by the Borrowers and (ii) duly executed copies of the other Loan Documents in form and substance satisfactory to Lender.

(b) Certificates; Certified Certificate of Incorporation; Good Standing Certificates. The Lender shall have received (i) a certificate of each Co-Borrower, dated the Effective Date and executed by an authorized Person of such Co-Borrower, which shall (A) certify the resolutions adopted by written consent of the Manager of such Co-Borrower authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the signature of each Person authorized to sign on behalf of such Co-Borrower the Loan Documents to which it is a party, and (C) contain appropriate attachments, including the Divisive Merger Documents certified by the Texas Secretary of State and a true and correct copy of its limited liability company agreement, and (ii) a certificate of fact for of such Co-Borrower from the Texas Secretary of State.

(c) Manager's Certificate. The Lender shall have received a certificate, signed by the Manager or other appropriately authorized Person of each Co-Borrower, dated as of the Effective Date (i) stating that no Default has occurred and is continuing, and (ii) stating that the representations and warranties contained in the Loan Documents are true and correct as of such date.

(d) Fees and Expenses. The Lender shall have received all fees required to be paid and all expenses required to be reimbursed for which invoices have been submitted on or prior to the Effective Date (including the reasonable fees and expenses of legal counsel).

(e) Confirmation Order. The Lender or its counsel shall have received a signed copy of the Confirmation Order and notice that the effective date of the plan of reorganization contained therein has occurred.

(f) Lien Releases. The Lender shall have received satisfactory evidence that all Liens granted upon any of the property of the Borrowers constituting Collateral (other than Permitted Liens) are terminated as of the Effective Date.

(g) Funding Account. The Lender shall have received a notice setting forth the deposit account of each Co-Borrower (each a "Funding Account", collectively, the "Funding Accounts") to which the Lender is authorized by such Co-Borrower to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

(h) Control Agreements. The Lender shall have received deposit account control agreements for the Funding Accounts and each operating account of Borrowers required to be provided pursuant to the Security Agreement.

(i) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Collateral Documents or under law or reasonably requested by the Lender to be filed, registered or recorded in order to create in favor of the Lender, for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 6.02), shall be in proper form for filing, registration or recordation.

(j) Insurance. The Lender shall have received evidence of insurance coverage in form, scope, and substance reasonably satisfactory to the Lender and otherwise in compliance with the terms of Section 5.10 of this Agreement.

(k) [Intentionally Blank]

(l) Capitalization. Lender shall have received written evidence, in form and substance satisfactory to Lender, that the capitalization funds received by the Borrowers upon their formation in the amount of \$50,000,000 has been fully utilized under the Decommissioning Plan during the bankruptcy of the Debtor or any unused amount has been funded to the Funding Account.

(m) Material Contracts. Lender shall have received copies of all Material Contracts.

(n) Financial Information. The Lender shall have received (i) an unaudited consolidated balance sheet of Borrowers and their subsidiaries as of the Effective Date and (ii) historical lease operating statements for the assets of each Co-Borrower and its subsidiaries for each month during the 24-month period immediately preceding the Effective Date, and in the case of (i) and (ii), in form and substance reasonably satisfactory to Lender and after giving effect to the divisive merger that is part of the plan of reorganization confirmed by the Confirmation Order.

(o) Other Documents. The Lender shall have received such other documents as the Lender or its counsel may have reasonably requested, including a customary written opinion or opinions of the Borrowers' counsel as to due authorization, execution and delivery, and enforceability of the Loan Documents and perfection of the security interests granted thereby, addressed to the Lender, in form and substance satisfactory to the Lender, and rendered by Weil Gotshal & Manges LLP or a comparable law firm satisfactory to Lender.

The Lender shall notify the Borrowers of the Effective Date, and such notice shall be conclusive and binding.

Section 4.02 Each Credit Event. The obligation of the Lender to make (i) each Loan under Article II hereof (other than a Trust A Funding Default Loan) is subject to the satisfaction of the following conditions and (ii) the Trust A Funding Default Loan is subject to the satisfaction of the following conditions except conditions (c), (e), (k), and (l):

(a) The representations and warranties of each Co-Borrower set forth in the Loan Documents shall be true and correct with the same effect as though made on and as of the date of such Borrowing (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date.

(b) At the time of and immediately after giving effect to such Loan, no Default shall have occurred and be continuing.

(c) All amounts in the Trust A Account, the Letters of Credit, and the Permitted Surety Bonds have been fully exhausted or are not available to pay or reimburse Lender for Decommissioning.

(d) The Decommissioning Agreement is in full force and effect, has not been terminated and has become the obligation of the Borrowers under the Confirmation Order and/or the Divisive Merger Documents.

(e) Other than any Co-Borrower's failure to comply with the reimbursement obligations in Section 2.7 of the Decommissioning Agreement, there are no uncured events that constitute or would result in the nonperformance, default, or breach by any Co-Borrower under the Decommissioning Agreement.

(f) Since the Effective Date, none of the events set forth in Article VII of the Decommissioning Agreement have occurred, nor has any Co-Borrower assigned, conveyed, sold,

farmed out or otherwise transferred any of the Leases other than with respect to (i) farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood and (ii) conveyances or other transfers consummated in accordance with the JOA or JDA.

(g) Since the Effective Date, no Co-Borrowers has received cash from the Trust A Account, including, but not limited to, pursuant to Section 4.3(b) and Section 4.5 of the Decommissioning Agreement.

(h) Since the Effective Date, no Co-Borrowers has caused a reduction in the LC Drawing Amount, including, not limited to, pursuant to Section 4.3(b) of the Decommissioning Agreement.

(i) A Suspension Period shall not have commenced and be continuing.

(j) Lender has received a copy of the Decommissioning Contract, in form and substance satisfactory to the Lender, for the Decommissioning to be funded with a borrowing, together with a schedule showing (i) all subcontracts awarded as of the Borrowing Request, including names, types of work, subcontract amounts and percentage retainage provided in said subcontracts, (ii) the amount of general conditions and an estimate of value for each subcontract not awarded as of such date, and (iii) a total overall schedule of value.

(k) Lender shall have received the following in form and substance reasonably satisfactory to Lender (collectively, a “Borrowing Package”, together with any amendments, modifications or supplements of the same) at least ten (10) Business Days prior to the date of the requested Loan (which, for the avoidance of doubt, may be submitted in advance of the identification of a proposed borrowing date):

(i) a certification from Borrowers in favor of Lender that (i) the Decommissioning to be made with the proceeds of a proposed Borrowing Request is contemplated by the Decommissioning Plan then in effect (both as to amount of such requested Loan and as to the timing of such requested Loan), (ii) that the proposed use of the proceeds therefrom is for cost and expenses in compliance with the Decommissioning Plan then in effect and (iii) Borrowers shall have sufficient funds (on a pro forma basis (reasonably projected, on a good faith basis) after giving effect to the Loan requested) to pay all accrued interest due under Section 2.07(c) for the following six (6) month period;

(ii) a certification from the Contractor in the form acceptable to Lender with respect to the requested Loan, detailing the Decommissioning covered or to be covered by the Borrowing, itemizing any estimated costs and expenses of such Decommissioning and/or including copies of invoices itemizing costs and expenses incurred with respect to such Decommissioning, as applicable;

(iii) partial lien waivers or releases of lien for all lienable work done and materials delivered with respect to such Decommissioning covered in the request, to the extent applicable (for purposes of clarity, this only applies to work performed prior to the date of the Borrowing Package);

(iv) to the extent not previously delivered to Lender, copies of all permits, orders, certificates, licenses and approvals required under applicable Requirements of Law for the Decommissioning (collectively, the “Required Approvals”) as of the date of the requested Loan and copies of all subcontracts; *provided, however*, with respect to any Required Approvals that have not been issued as of the date of submission of a Borrowing Package, Co-Borrower shall include with the Borrowing Package Co-Borrower’s certification and covenant in form and substance reasonably satisfactory to Lender that (i) Co-Borrower has received from the applicable Governmental Authority indication that such Required Approvals will be issued to Co-Borrower, specifying the expected time of issuance thereof, (ii) Co-Borrower diligently shall pursue such Required Approvals, and (iii) Co-Borrower promptly shall deliver to Lender copies of such Required Approvals upon receipt thereof; *provided further, however*, Lender shall have discretion to decline any Borrowing Request that is not preceded or accompanied by copies of all Required Approvals; and

(v) such additional documentation reasonably requested by Lender.

(l) Decommissioning Plan. Lender and Borrowers shall have agreed to a decommissioning plan in form and substance reasonably acceptable to Lender (the “Decommissioning Plan”).

## ARTICLE V

### Affirmative Covenants

Until the Commitment shall have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full, in each case without any pending draw, each Co-Borrower covenants and agrees with the Lender that:

Section 5.01 Financial Statements and Other Information. Fieldwood will furnish to the Lender:

(a) within 105 days after the end of each fiscal year, its audited consolidated balance sheet and related consolidated statements of operations, members’ equity and cash flows as of the end of and for such year prepared under AICPA auditing standards, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by independent public accountants acceptable to the Lender (without a “going concern” or like qualification, commentary, or exception (except to the extent that any such qualification, commentary, or exception expressly indicates that after giving effect to the exclusion of asset retirement obligations reflected on the accompanying balance sheet, there would be no such qualification, commentary, or exception), and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial condition and results of operations of the Borrowers in accordance with GAAP consistently applied;

(b) within 50 days after the end of each of its fiscal quarters (including the fourth quarter), its consolidated balance sheet and related consolidated statements of operations,



members' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of such fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by Fieldwood as presenting fairly in all material respects the consolidated financial condition and results of operations of the Borrowers in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above (collectively or individually, as the context requires, the "Financial Statements"), a certificate of the Manager of Fieldwood in substantially the form of Exhibit C (the "Compliance Certificate") (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, and (ii) to the extent any Loan has been advanced hereunder, certifying that Borrowers have sufficient funds to pay all accrued interest due under Section 2.07(c) for the following six (6) month period;

(d) as soon as available, but in any event no later than 60 days after the end of each fiscal year, commencing with the fiscal year ending December 31, 2020, a detailed operating budget for the next fiscal year forecasting revenue, operating costs, and capital expenses for each fiscal quarter in form reasonably satisfactory to the Lender;

(e) as soon as available, but in no event later than 15 Business Days after the end of each calendar month, a statement in a form reasonably satisfactory to Lender showing all operating data including operating expenses and revenue for each Co-Borrower for such calendar month; and

(f) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of each Co-Borrower, or compliance with the terms of this Agreement, as the Lender may reasonably request, including, without limitation, Decommissioning cost estimates and calculations.

**Section 5.02 Notices of Material Events.** Each Co-Borrower will furnish to the Lender prompt (but in any event within five (5) Business Days) after each Co-Borrower obtains knowledge thereof) written notice of the following:

(a) the occurrence of any Default;

(b) receipt of any notice of any investigation by a Governmental Authority or any litigation or proceeding commenced or threatened against any Co-Borrower that (i) seeks damages in excess of \$250,000, (ii) alleges criminal misconduct by any Co-Borrower, (iii) alleges the violation of, or seeks to impose remedies under any Environmental Law or related Requirement of Law, or seeks to impose Environmental Liability, or (iv) asserts liability on the part of any Co-Borrower in excess of \$250,000 in respect of any tax, fee, assessment, or other governmental charge; or

(c) a breach by any Co-Borrower of any covenant under the Decommissioning Agreement (other than Borrowers' failure to comply with the reimbursement obligations in Section 2.7 of the Decommissioning Agreement); provided that, if a written notice of such breach has been given to Lender in connection with the Decommissioning Agreement, such notice shall not be required to be provided under this Section 5.02.

Each notice delivered under this Section shall be accompanied by a statement of the applicable authorized Person of each Co-Borrowers setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03 Existence; Conduct of Business. Each Co-Borrower will (a) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, intellectual property rights, licenses and permits material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted and (b) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted.

Section 5.04 Payment of Obligations. Each Co-Borrower will pay or discharge all other material liabilities and obligations, including Taxes, before the same shall become delinquent or in default, except those which are being contested by Borrowers in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books.

Section 5.05 Maintenance of Properties. The Borrowers will keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear and performance of its obligations under the Decommissioning Agreement excepted; provided, however, that nothing in this Agreement shall provided, however, that nothing in this Agreement shall prevent the Borrowers from relinquishing or allowing any Leases to expire or terminate, in each case in the ordinary course of the Borrowers' business.

Section 5.06 Books and Records; Inspection Rights. Each Co-Borrower will (a) keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (b) permit any representatives designated by the Lender (including employees of the Lender or any consultants, accountants, lawyers, agents and appraisers retained by the Lender), upon reasonable prior notice, during normal business hours, to visit and inspect its properties, conduct at such Co-Borrower's premises field examinations of such Co-Borrower's assets, liabilities, books and records, including examining and making extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times, as often as reasonably requested at the Borrowers' expense.

Section 5.07 Compliance with Laws and Material Contractual Obligations. Each Co-Borrower will (a) comply with each Requirement of Law applicable to it or its property (including, without limitation, Environmental Laws) in all material respects and (b) perform in all material respects its obligations under material agreements to which it is a party. Each Co-Borrower will enforce policies and procedures designed to ensure compliance by such Co-

Borrower, and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 5.08 Use of Proceeds.

(a) The proceeds of the Loans (except the Trust A Funding Default Loan) will be used only for payment or reimbursement of costs associated with plugging, facility and well removal and abandonment, and other actions permitted or required by the Decommissioning Agreement. The proceeds of the Trust A Funding Default Loan will be used only to fund Trust A.

(b) No Co-Borrower will request or use any Borrowing and shall procure that its directors, officers, employees and agents shall not use, the proceeds of any Borrowing (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 5.09 Accuracy of Information. Each Co-Borrower will ensure that, other than the Projections described below, any information, including financial statements or other documents, material to the Loan Documents or the transactions contemplated thereby, furnished in writing to the Lender by the Manager of such Co-Borrower in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder contains no material misstatement of fact or omits to state any material fact, in each case necessary to make the statements therein, in the light of the circumstances under which they were made and taken as a whole, not misleading; provided that, with respect to the Projections, each Co-Borrower will cause the Projections to be prepared in good faith based upon assumptions believed to be reasonable at the time.

Section 5.10 Insurance. Each Co-Borrower will maintain with financially sound and reputable carriers having a financial strength rating of at least A- by A.M. Best Company (a) insurance in such amounts (with no greater risk retention) and against such risks and such other hazards, as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations and (b) all insurance required pursuant to the Collateral Documents. Each Co-Borrower will furnish to the Lender information in reasonable detail as to the insurance so maintained.

Section 5.11 Further Assurances. Each Co-Borrower will execute and deliver such further instruments as may be reasonably requested by Lender to carry out the provisions and purposes of this Agreement and the other Loan Documents and to preserve and perfect the Liens of Lender in the Collateral.

## ARTICLE VI

### Negative Covenants

Until the Commitment shall have expired or been terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document shall have been paid in full, each Co-Borrower covenants and agrees with the Lender that:

Section 6.01 Indebtedness. No Co-Borrower will create, incur, assume or suffer to exist any Indebtedness, except the Secured Obligations.

Section 6.02 Liens. No Co-Borrowers will create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including Accounts) or rights in respect of any thereof, except for Permitted Liens.

#### Section 6.03 Fundamental Changes.

(a) No Co-Borrower will enter into a fundamental business transaction (as defined in the BOC) including a merger, consolidation, interest exchange, conversion or sale of all or substantially all of such Co-Borrower's Real Property or other assets (including, in each case, pursuant to a Texas LLC Division).

(b) No Co-Borrower will wind-up, dissolve, liquidate, or terminate or initiate any bankruptcy, insolvency or similar proceeding.

(c) No Co-Borrower will file any motion seeking to amend, modify or alter, in any way, the Confirmation Order.

(d) No Co-Borrower will (i) revoke any voluntary decision to wind-up or cancel the required winding up of such Co-Borrower due to an event specified in Section 11.051 of the BOC or (ii) reinstate such Co-Borrower after termination.

(e) No Co-Borrower will (i) conduct or be involved in any business or operations other than operating or plugging and abandoning and decommissioning the Legacy Apache Properties or the GOM Shelf Properties or (ii) engage in any activity or take any action with respect to its properties or assets, other than in the ordinary course of business.

(f) No Co-Borrower will change its fiscal year or any fiscal quarter from the basis in effect on the date hereof.

(g) No Co-Borrowers will change the accounting basis upon which its financial statements are prepared.

Section 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. No Co-Borrower will form any subsidiary or enter into any joint venture or similar business arrangement after the date hereof, or purchase, hold or acquire any Equity Interests, evidences of Indebtedness or other securities (including any option, warrant or other right to acquire any of

the foregoing) of, make or permit to exist any loans, advances or capital contributions to, Guarantee (except for the Borrower Guarantees) any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase, farm-in or otherwise acquire any assets of any other Person, except:

(a) farm-in or farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood; and

(b) conveyances or other transfers consummated in accordance with the JOA or JDA.

Section 6.05 Asset Sales. No Co-Borrower will sell, transfer (including any disposition of property to a Texas Divided LLC pursuant to a Texas LLC Division), farmout, lease or otherwise dispose of any asset, including any Equity Interest owned by it, except:

(a) farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood; and

(b) conveyances or other transfers consummated in accordance with the JOA or JDA.

Section 6.06 Sale and Leaseback Transactions. No Co-Borrower will enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred.

Section 6.07 Swap Agreements. No Co-Borrower will enter into any swap agreement (other than for physical swaps of less than one year in duration) without the Lender's prior consent in its sole discretion.

Section 6.08 Restricted Payments; Certain Payments of Indebtedness. No Co-Borrower will declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so.

Section 6.09 Transactions with Affiliates. No Co-Borrower will (a) enter into, amend, waive any provision of, or any of its rights under, or terminate any Related Party Agreement or (b) sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (i) farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood, (ii) conveyances or other transfers consummated in accordance with the JOA or JDA and (iii) the transition services agreement entered into between any Co-Borrower and Fieldwood Energy II as of even date herewith, as may be amended or replaced in its entirety.

Section 6.10 Restrictive Agreements. No Co-Borrower will enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of such Co-Borrower to create, incur or permit to exist any Lien upon any of its property or assets securing the Secured Obligations.





in clause (a) or (c) of this Article), and such failure shall continue unremedied for a period of thirty (30) days after the earlier of such Co-Borrower's knowledge of such breach or notice thereof from the Lender if such breach relates to terms or provisions of any other Section of this Agreement or of any other Loan Document;

(e) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Co-Borrower or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Co-Borrower or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(f) any Co-Borrower shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (e) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Co-Borrower or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(g) any Co-Borrower shall become unable, admit in writing its inability, or publicly declare its intention not to, or fail generally, to pay its debts as they become due;

(h) one or more judgments for the payment of money in an aggregate amount in excess of \$250,000 (to the extent not covered by insurance) shall be rendered against any Co-Borrower and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Co-Borrower to enforce any such judgment or any Co-Borrower shall fail within thirty (30) days to discharge one or more non-monetary judgments or orders;

(i) a Change in Control shall occur;

(j) except as permitted by the terms of any Collateral Document, (i) any Collateral Document shall for any reason fail to create a valid security interest in any Collateral purported to be covered thereby, or (ii) any Lien securing any Secured Obligation shall cease to be a perfected, first priority Lien;

(k) any Collateral Document or any Borrower Guarantee shall (other than pursuant to the terms thereof) fail to remain in full force or effect or any action shall be taken by any Co-Borrower to discontinue or to assert the invalidity or unenforceability of any Collateral Document or any Borrower Guarantee;

(l) any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms (or any Co-Borrower shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction that evidences its assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms);

(m) any default (other than a failure to comply with the reimbursement obligations in Section 2.7 of the Decommissioning Agreement) by any Co-Borrower shall occur under the Decommissioning Agreement;

(n) any default under a Material Contract which could result in the termination of such Material Contract; and

(o) any breach of Article VII (Management) of Fieldwood's Limited Liability Company Agreement or any failure to obtain Lender's prior written consent in accordance with any provision of Fieldwood's Limited Liability Company Agreement;

then, and in every such event (other than an event with respect to a Co-Borrower described in clause (e) or (f) of this Article), and at any time thereafter during the continuance of such event, the Lender may, by notice to the Borrowers, take either or both of the following actions, at the same or different times: (i) terminate the Commitment, whereupon the Commitment shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers; and in the case of any event with respect to a Co-Borrower described in clause (e) or (f) of this Article, the Commitment shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers. Upon the occurrence and during the continuance of an Event of Default, the Lender may increase the rate of interest applicable to the Loans and other Secured Obligations as set forth in this Agreement and exercise any rights and remedies provided to the Lender under the Loan Documents or at law or equity, including all remedies provided under the UCC.

## ARTICLE VIII

### Miscellaneous

#### Section 8.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax or electronic communication (to the extent provided in clause (b) below), as follows:

(i) if to Borrowers at:

Attention:

(ii) if to the Lender at:

Apache Corporation  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056  
Attention: Treasurer and Nora Dobin  
e-mails: [ben.rodgers@apachecorp.com](mailto:ben.rodgers@apachecorp.com) and [nora.dobin@apachecorp.com](mailto:nora.dobin@apachecorp.com)

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, (ii) sent by fax shall be deemed to have been given when sent, provided that if not given during normal business hours for the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day of the recipient, or (iii) delivered through electronic communication to the extent provided in paragraph (b) below shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communications (including e-mail); provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Lender. Each of the Lender or the Borrowers may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient.

(c) Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

## Section 8.02 Waivers; Amendments.

(a) No failure or delay by the Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other

right or power. The rights and remedies of the Lender hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Co-Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Lender.

### Section 8.03 Expenses; Indemnity; Damage Waiver.

(a) Borrowers shall pay or reimburse Lender for any and all out-of-pocket expenses (including attorneys', auditors', and accountants' fees, charges, and disbursements) incurred or paid by Lender in connection with the preparation, execution, and delivery of the Loan Documents, subject to the \$4,000,000 cap specified in the Restructuring Support Agreement or the Confirmation Order for fees and expenses of Lender related to the formation of Borrowers and restructuring of Debtor. Borrowers also shall pay or reimburse Lender for any and all out-of-pocket expenses and internal charges (including attorneys', auditors', and accountants' fees, and time charges of attorneys, paralegals, auditors, and accountants who may be employees of Lender) incurred or paid by Lender in connection with the administration of the Loan Documents and the enforcement, collection, or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring, or negotiations in respect of such Loans.

(b) The Borrowers, jointly and severally, shall indemnify the Lender, and each Related Party of the Lender (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, incremental taxes, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by any Co-Borrower, or any Environmental Liability related in any way to any Co-Borrower, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. WITHOUT LIMITATION OF THE FOREGOING, IT IS THE INTENTION OF THE



BORROWERS AND EACH CO-BORROWER AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNITEE WITH RESPECT TO LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES AND RELATED EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR), WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNITEE.

(c) To the extent permitted by applicable law, each of the Co-Borrower and the Lender agrees that it shall not assert, and hereby waives, any claim against the other, (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; provided that, nothing in this paragraph (c) shall relieve any Co-Borrower of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(d) All amounts due under this Section shall be payable promptly after written demand therefor.

#### Section 8.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Co-Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender (and any attempted assignment or transfer by any Co-Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby) and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) The Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed) of the Borrowers, provided that the Borrowers shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Lender within five (5) Business Days after having received notice thereof, and provided further that no consent of the Borrowers shall be required if an Event of Default has occurred and is continuing.

(c) The Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of the Lender.

Section 8.05 Survival. All covenants, agreements, representations, and warranties made by the Borrowers in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and so long as the Commitment has not expired or terminated. The provisions of Section 8.03 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans and the Commitment or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

Section 8.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of this Agreement by fax, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 8.07 Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 8.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits at any time held and other obligations at any time owing by the Lender, to or for the credit or the account of any Co-

Borrower against any of and all the Secured Obligations, irrespective of whether or not the Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The rights of the Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which the Lender may have.

**Section 8.09 Governing Law; Jurisdiction; Consent to Service of Process.**

(a) The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas, but giving effect to federal laws applicable to national banks.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any U.S. federal or Texas State court sitting in Houston, Texas in any action or proceeding arising out of or relating to any Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such state court or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment, non-appealable in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Co-Borrower or its properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**Section 8.10 WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND

(B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 8.12 Interest Rate Limitation. No provision of this Agreement or of any other Loan Documents shall require the payment or the collection of interest in excess of the Maximum Rate. If any excess of interest in such respect is hereby provided for, or shall be adjudicated to be so provided, in any other Loan Documents or otherwise in connection with this Agreement, the provisions of this Section shall govern and prevail and no Co-Borrower or the sureties, guarantors, successors or assigns of such Co-Borrower shall be obligated to pay the excess amount of such interest or any other excess sum paid for the use, forbearance or detention of sums loaned pursuant hereto. In the event Lender ever receives, collects or applies as interest any such sum, such amount which would be in excess of the maximum amount permitted by applicable law shall be applied as a payment and reduction of the principal of the indebtedness evidenced by the Note; and, if the principal of the Note been paid in full, any remaining excess shall forthwith be paid to Borrowers. In determining whether or not the interest paid or payable exceeds the Maximum Rate, Borrowers and Lender shall, to the extent permitted by applicable law, (a) characterize any non-principal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the entire contemplated term of the indebtedness evidenced by the Note so that interest for the entire term does not exceed the Maximum Rate

Section 8.13 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Co-Borrower acknowledges and agrees that: (a) (i) the arranging and other services regarding this Agreement provided by the Lender are arm's-length commercial transactions between the Borrowers, on the one hand, and the Lender, on the other hand, (ii) the Borrowers have consulted their own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrowers are capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrowers, or any other Person and (ii) the Lender has no obligation to the Borrowers with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers, and the Lender has no obligation to disclose any of such interests to the Borrowers. To the fullest extent permitted by law, each Co-Borrower hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.





Secured Obligations other than notices expressly provided for in this Agreement; (iii) presentment, demand, notice of dishonor, protest, acceleration and the notice of intent to accelerate, and all other notices whatsoever other than notices expressly provided for in this Agreement; and (iv) all diligence in collection or protection of, or realization upon, the Secured Obligations or any part thereof, any obligation hereunder, or any security for or Guarantee of any of the foregoing, subject, however, in the case of Collateral in the possession of Lender to such Person's duty to use reasonable care in the custody and preservation of such Collateral.

(d) No delay on the Lender's part in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any of the Lenders of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of Lender permitted hereunder shall in any way affect or impair any such Lender's rights or any Co-Borrower's Secured Obligations under this Agreement or the other Loan Documents.

Section 8.15 NOTICE OF FINAL AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Pages Follow]



LENDER:

APACHE CORPORATION,  
a Delaware corporation, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SCHEDULE 3.04<sup>2</sup>**

### Properties

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<sup>2</sup> To be completed in a manner mutually agreeable to all parties as a condition to Apache's execution.

### SCHEDULE 3.11<sup>3</sup>

## Insurance

<sup>3</sup> To be completed in a manner mutually agreeable to all parties as a condition to Apache's execution.



**SCHEDULE 3.16<sup>4</sup>**

## Affiliate Transactions

<sup>4</sup> To be completed in a manner mutually agreeable to all parties as a condition to Apache's execution.

**EXHIBIT A**Form of NoteNOTE

\$200,000,000 \_\_\_\_\_, 20[●]

FOR VALUE RECEIVED, each of the undersigned, FIELDWOOD ENERGY I LLC, a Texas limited liability company (“Fieldwood”) and GOM SHELF LLC, a Delaware limited liability company (“GOM” together with Fieldwood, the “Borrowers”), jointly and severally, promises to pay to APACHE CORPORATION, a Delaware corporation (the “Lender”), at the place and times provided in the Loan Agreement referred to below, the principal sum of TWO HUNDRED MILLION DOLLARS (\$200,000,000) or, if less, the unpaid principal amount of all Loans made by the Lender from time to time pursuant to that certain Standby Loan Agreement, dated as of \_\_\_\_\_, 20[●] (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among the Borrowers and the Lender. Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Loan Agreement.

The unpaid principal amount of this Note from time to time outstanding is subject to mandatory repayment from time to time as provided in the Loan Agreement and shall bear interest as provided in Section 2.07 of the Loan Agreement. All payments of principal and interest on this Note shall be payable in lawful currency of the United States in immediately available funds to the Lender in accordance with the Loan Agreement.

This Note is entitled to the benefits of, and evidences the Secured Obligations incurred under, the Loan Agreement, to which reference is made for a statement of the terms and conditions on which each Borrower is permitted and required to make prepayments and repayments of principal of the Secured Obligations evidenced by this Note and under which such Secured Obligations may be declared to be immediately due and payable.

This Note and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Note shall be governed by, and construed in accordance with, the law of the State of Texas.

The Borrowers hereby waive all requirements as to diligence, presentment, demand of payment, protest and, except as required by the Loan Agreement, notice of any kind with respect to this Note.

This Note may be transferred or assigned solely in accordance with the terms and provisions of the Loan Agreement.



**EXHIBIT B<sup>5</sup>**

Form of Borrowing Request

BORROWING REQUEST

\_\_\_\_\_, 20\_\_

Apache Corporation  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056  
Attention: Treasurer and Nora Dobin  
Email: [ben.rodgers@apachecorp.com](mailto:ben.rodgers@apachecorp.com) and [nora.dobin@apachecorp.com](mailto:nora.dobin@apachecorp.com)

Apache Corporation,

Reference is made to that certain Loan Agreement, dated as of \_\_\_\_\_ (the “Loan Agreement”), among Fieldwood Energy I LLC (“Fieldwood”), GOM Shelf LLC (“GOM”, together with Fieldwood, the “Borrowers” and each individually, a “Co-Borrower”) and Apache Corporation (“Lender”). Terms defined in the Loan Agreement are used herein with the same meanings. This notice constitutes a Borrowing Request and Borrowers hereby request a Loan under the Loan Agreement, and in that connection Borrowers specify the following information with respect to the Loan requested hereby:

- (A) Principal amount of the requested Loan: \_\_\_\_\_
- (B) Effective date of such requested Loan (which is a Business Day): \_\_\_\_\_
- (C) the aggregate principal amount of all Loans then outstanding: \_\_\_\_\_

Borrowers hereby represent and warrant that all conditions in Section 4.02 of the Loan Agreement are satisfied.

Borrowers have caused this Borrowing Request to be executed and delivered by its [Authorized Officer/Manager] this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Very truly yours,

[FIELDWOOD ENERGY I LLC]

By: \_\_\_\_\_  
Name: \_\_\_\_\_

<sup>5</sup> Form to be mutually agreeable to all parties as a condition to Apache’s execution.

Title:

[GOM SHELF LLC]

By: \_\_\_\_\_

Name:

Title:



**EXHIBIT C<sup>6</sup>**Form of Compliance CertificateCOMPLIANCE CERTIFICATE

In connection with that certain Standby Loan Agreement, dated as of \_\_\_\_\_ (the “Loan Agreement”), among Fieldwood Energy I, LLC (“Fieldwood”), GOM Shelf LLC (“GOM”, together with Fieldwood, the “Borrowers”) and Apache Corporation (“Lender”), the undersigned, the Manager of Fieldwood does hereby certify, pursuant to Section 5.01(c) of the Loan Agreement, as follows (capitalized terms hereinafter used having the meaning specified in the Loan Agreement):

1. In accordance with Sections 5.01(a) or (b) of the Loan Agreement, the consolidated balance sheet and related consolidated statements of operations, members’ equity and cash flows financial statements of Fieldwood and its consolidated Subsidiaries as of \_\_\_\_\_, 20\_\_ present fairly in all material respects their consolidated financial condition and results of operations in accordance with GAAP at such date.

2. No Default has occurred and is continuing [other than \_\_\_\_\_].<sup>7</sup>

3. As of the date hereof, the outstanding principal balance of all Loan advanced under the Loan Agreement is \$ \_\_\_\_\_. The Borrowers have sufficient funds to pay all accrued interest due under Section 2.07(c) of the Loan Agreement for the following six (6) month period.

IN WITNESS WHEREOF, I have hereunto set my hand as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name:

Title: Manager

<sup>6</sup> Form to be mutually agreeable to all parties as a condition to Apache’s execution.

<sup>7</sup> If Default has occurred, Borrower shall specify details thereof and any action taken or proposed to be taken with respect thereto.